

AGREEMENT

BETWEEN

COUNTY OF SACRAMENTO

AND

THE LAW ENFORCEMENT MANAGEMENT ASSOCIATION

COVERING ALL EMPLOYEES IN THE

LAW ENFORCEMENT MANAGEMENT UNIT

2015-2018

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PREAMBLE

This Agreement contains the terms negotiated between the County of Sacramento and the Law Enforcement Management Association (LEMA) in respect to salaries, hours, and other terms and conditions of employment for employees in the Law Enforcement Management Unit, and has as its purpose the promotion of harmonious labor relations between the County and LEMA.

ARTICLE I RECOGNITION AND COVERAGE

1.1 RECOGNITION

- a. The County recognizes the LEMA as the exclusive negotiating agent for all employees in the Law Enforcement Management Unit.
- b. LEMA recognizes the County Executive or his designee as the negotiating representative for the County and shall negotiate exclusively with him or his designee, except as otherwise specifically spelled out in this Agreement.

1.2 POSITIONS EXEMPT FROM BARGAINING UNIT

The Sheriff may identify four (4) positions which shall be exempt from coverage in this bargaining unit. Such positions shall be considered unrepresented management. Current employees who are assigned to the following positions shall be exempt from the application of this section while continuously assigned: the Assistant to the Sheriff, the Assistant to the Undersheriff, the Employee Relations Officer, the Fair Employment Practices Officers.

1.3 COVERAGE OF EMPLOYEES

- a. The Law Enforcement Management Unit consists of all employees as stated in the listing of classes set forth in Exhibit "A" of this Agreement with the exception of those positions listed in Section 1.2 above.
- b. This Agreement applies only to employees in the above described representation unit.

ARTICLE II LEMA RIGHTS

2.1 LEMA SECURITY

a. It is the intent of this article to provide for payroll deductions of LEMA members to be deducted from their warrants insofar as permitted by law. The County agrees to deduct and transmit to the LEMA all authorized deductions from all LEMA members within the foregoing unit who have signed an approved authorization card or cards for such deductions in a form agreed upon by the County and LEMA. In the event the County misses one (1) or more dues deductions in a payroll period, due to no fault on the part of LEMA, the County will correct the error in the next biweekly pay period if notified by LEMA in writing within five (5) workdays of the initial transmittal to LEMA.

- b. (1) The written authorization for LEMA deductions shall remain in full force and effect, during the life of this Agreement between the County and LEMA, unless canceled in writing.
- (2) The written authorization for approved insurance and benefit programs and the amount of dues deducted from LEMA members' warrants shall be changed by the County upon written request of LEMA.
- (3) LEMA agrees to indemnify, defend and hold the County harmless against any claims made of any nature and against any suit instituted against the County arising from its check-off for the dues, insurance or benefit programs of LEMA.

c. "Approved insurance and benefit programs" are those which the County has approved as being non-competitive or non-duplicative of County-offered programs. The County reserves the right to disapprove any insurance program, in advance, if competitive or duplicative, and to cancel all LEMA insurance and benefit program payroll deductions where they are established without prior County approval. It is understood that life insurance, except for accidental death and dismemberment, is competitive and duplicative of County-offered programs.

d. Solicitation and/or servicing of LEMA insurance and benefit programs shall not interrupt on-duty employees nor be conducted in County facilities without prior approval of the County.

2.2 LEMA NOTICES AND MEETINGS

a. LEMA may use County conference rooms and similar building facilities for meetings with employees in the unit it represents; may post material on bulletin boards provided to serve employees in the unit it represents; and may visit work locations to

confer with its members regarding grievances or other business within the scope of representation or otherwise provided for within this Agreement.

b. Use of County meeting facilities requires reasonable advance notice to the appropriate County official and is subject to County use of such facilities; provided, however, that once scheduled, such LEMA meetings may not be canceled by the County except under emergency situations. The County may establish reasonable regulations governing the use of County facilities as provided by this section.

c. LEMA shall be entitled to reasonable use of bulletin boards at all offices and work locations where they are established or where they may be reasonably necessary.

d. Duly authorized representatives of LEMA shall be permitted, at all times that employees in the unit it represents are working, to enter offices to transact business within the scope of representation and to observe conditions under which employees are employed and carry out their responsibilities; provided, however, that LEMA representative shall, upon arrival at the facility, notify the person in charge of the areas he wishes to visit. Access shall not be unreasonably denied. If denied, the reason or reasons for denial must be stated.

e. LEMA may transmit reasonable amounts of written materials through the County's departmental inter-office mail systems.

2.3 LEMA REPRESENTATION

a. The County recognizes and agrees to deal with designated officers and representatives of LEMA on all matters relating to grievances and the interpretation, application, or enforcement of the express terms of this Agreement.

b. A written list of the officers of LEMA and the representatives serving each work area or County organizational unit, broken down by location, shall be furnished the County immediately after their designation, and LEMA shall notify the County promptly of any changes of such officers or representatives. Those officers or representatives shall not be recognized by the County until such lists or changes thereto are received by the County Executive or his designee and the appointing authority.

c. LEMA officers and representatives recognized by the County shall be as follows:

President
Vice-President
Treasurer
Secretary
Board of Directors - five (5) members

d. Upon request of the aggrieved employee, the President or Vice - President may investigate the grievance or dispute and assist in its presentation. An officer or representative designated in Section 2.3-c. may substitute for the President or Vice-President in their absence.

2.4 PAYROLL AUTHORIZATION REQUIREMENTS

a. The County shall permit employees in the representation unit to authorize payroll deductions for the purposes of paying LEMA membership dues and/or for such insurance and/or other programs that LEMA may offer to its members. Such authorization for payroll deductions described in this subsection shall specifically require the employee to agree to hold the County harmless from all claims, demands, suits or other forms of liability that may arise against the County for or on account of any deduction made from the wages of such employee.

b. It is agreed that the deductions specified herein shall be deducted from the salary of each employee covered by this section who files with the County a written authorization requesting such deduction be made.

ARTICLE III COUNTY RIGHTS

3.1 COUNTY RIGHTS

a. All County rights and functions, except those which are expressly abridged by this Agreement, shall remain vested with the County.

b. The rights of the County include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; train, direct and assign its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of County operations; determine the methods, means and personnel by which County operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The County has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.

c. This Agreement is not intended to, nor may it be construed to, modify the provisions of the Charter relating to civil service or personnel administration. The Civil Service Commission shall continue to exercise authority over classification of jobs and procedures and standards of selection for employment and promotion.

d. This Agreement is not intended to restrict consultation with LEMA regarding matters within the right of the County to determine.

e. This section is not subject to the grievance procedure set forth in Article 5 of this Agreement.

ARTICLE IV GENERAL PROVISIONS

4.1 STRIKES AND LOCKOUTS

a. No lockout of employees shall be instituted by the County during the term of this Agreement.

b. LEMA agrees that during the term of this Agreement, neither it nor its officers, employees or members will engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slow downs, mass resignations, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with, the normal work of the County. In the event that LEMA members participate in such activities in violation of this provision, LEMA shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties.

4.2 DISCRIMINATION

a. The County shall not interfere with or discriminate against any employee by reason of his/her membership in LEMA, or activity approved by this Agreement, nor will the County discourage membership in LEMA or encourage membership in any other employee organization.

b. LEMA, in turn, recognizes its responsibility as exclusive negotiating agent and agrees to represent all employees without discrimination, interference, restraint or coercion. The provisions of this Agreement shall be applied equally to all employees, without discrimination as to age, sex, marital status, handicap, religion, race, color, creed, national origin, sexual orientation, or political or employee organization affiliation. LEMA shall share equally with the County the responsibility for applying this provision of the Agreement.

4.3 APPLICATION OF PERSONNEL ORDINANCE

a. The Board of Supervisors shall maintain in the Personnel Ordinance (Chapter 2.78, Sacramento County Code) the following section:

2.78.020 APPLICATION OF CHAPTER. This chapter shall not apply to any employees in a representation unit created pursuant to Chapter 2.79 to the extent to which this chapter is inconsistent with the terms of an agreement or a memorandum of understanding covering such employees.

b. The statement of this modification shall not be construed to make any matter not expressly covered by the Agreement subject to a grievance procedure provided by such agreement.

ARTICLE V GRIEVANCE POLICY

5.1 PURPOSE

a. This grievance and arbitration procedure shall be used to process and resolve grievances arising under this Agreement.

b. The purposes of this procedure are:

- (1) To resolve grievances informally at the lowest possible level;
- (2) To provide an orderly procedure for reviewing and resolving grievances promptly.
- (3) To determine and correct if possible the cause of grievances.
- (4) To encourage communication between employees and those in higher authority.

5.2 DEFINITIONS

a. A grievance is a complaint of one (1) or a group of employees, or a dispute between the County and the Association, involving the interpretation, application, or enforcement of the express terms of the Agreement.

b. As used in this procedure, the term "immediate supervisor" means the individual who assigns, reviews and directs the work of an employee.

c. As used in this procedure the term "party" means an employee, the Association or the County.

d. As used herein, representative or the Association representative, if an employee of the County, refers to an employee designated as such pursuant to Section 2.3.

e. As used in this procedure, the term “workday” means a day of work for the party appealing or responding to the grievance.

5.3 TIME LIMITS

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties the time limitation for any step may be extended.

5.4 PRESENTATION

An employee or the Association representative who is a full-time employee, or both, may present a grievance while on duty. On group grievances no more than four (4) County employees may participate while on duty, whether grievants, representatives, or witnesses, unless otherwise approved by the County. The County agrees not to exclude employees from grievance hearings for the purposes of suppressing evidence or excluding testimony.

5.5 EMPLOYEE RIGHTS

The employee retains all rights conferred by Section 3500, et seq., of the Government Code and Chapter 2.79 of the Sacramento County Code. Grievances pertaining to an individual employee must be signed by the employee personally on all appeals.

5.6 APPLICATION

Grievances as defined in Section 6.2 shall be brought through this procedure. The procedure adopted by the Board of Supervisors, effective October 1, 1969, shall not apply to employees covered by this Agreement for any purpose whatsoever.

5.7 INFORMAL DISCUSSION

The grievance initially shall be discussed with the immediate supervisor. The employee may be represented by the Association representative. Within five (5) workdays, the immediate supervisor shall give his/her decision or response.

5.8 FORMAL GRIEVANCE - STEP 1

a. If an informal grievance is not resolved to the satisfaction of the grievant, or if there is reason to bypass the informal step, a formal grievance may be initiated. A formal grievance may be initiated no later than:

- (1) Ten (10) workdays after the event or circumstances occasioning the grievance; or
- (2) Within five (5) workdays of the decision rendered in the informal grievance procedure, whichever is later.

b. However if the formal grievance procedure is not initiated within the period specified in Subsection a.(1) above, the period in which to bring the grievance shall not be extended by Subsection a.(2) above.

c. A formal grievance shall be initiated in writing on a form prescribed by the County and shall be filed with the persons designated by the appointing authority as the first level of appeal. The grievant may be represented by the Association representative.

d. Within five (5) workdays after the initiation of the formal grievance, the designee of the appointing authority at the first level of appeal shall investigate the grievance, and give his/her decision in writing to the grievant.

5.9 FORMAL GRIEVANCE - STEP 2

a. If the grievant is not satisfied with the decision rendered pursuant to Step 1, he/she may appeal the decision within five (5) workdays to the appointing authority or his/her designee. The grievant may be represented by an Association representative. If the appointing authority or his/her designee is the first level of appeal, the grievant may bypass Step 2.

b. Within ten (10) workdays the appointing authority or his/her designee shall respond in writing to the grievant.

5.10 FORMAL GRIEVANCE - STEP 3

a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, he/she may appeal the decision within five (5) workdays to the County Executive through the County Labor Relations Office. The grievant may be represented by an Association representative.

b. The County Executive through the County Labor Relations Office shall schedule a mutually agreeable time to hear the grievance, which shall be within thirty (30) days of the receipt of the grievance. The County Executive through the County Labor Relations Office shall respond in writing to the grievance within ten (10) workdays following the grievance hearing.

5.11 ARBITRATION - STEP 4

If the County Executive or the County Labor Relations Office fails to respond in writing as provided in Step 3, or if the response is not satisfactory to the grievant, the Association shall have the right to refer the matter to binding arbitration. Such referral shall be made by written demand submitted to the County Executive or the County Labor Relations Office within ten (10) workdays of receipt of his/her decision.

5.12 RESPONSE

If the County fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.

5.13 COPY OF DECISION

At each step of the formal grievance procedure, a copy of the decision shall be sent to the Association at the same time as the decision is sent to the grievant.

5.14 ASSIGNMENT OF AN ARBITRATOR

a. An impartial arbitrator shall be selected jointly by the parties within ten (10) working days of receipt of the written demand.

b. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation/Conciliation Service a list of five (5) arbitrators. The parties shall alternately strike one (1) name from this list and the remaining name shall be the selected arbitrator.

5.15 DECISION

a. The decision of the arbitrator shall be final and binding.

b. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement. Nor shall the arbitrator substitute his/her discretion in any case where the County is given or retains such discretion except as specifically provided in Article XIX of this Agreement. The arbitrator shall limit his/her decision to the application and interpretation of the provisions of this Agreement.

5.16 COSTS

The fees and expenses of the arbitrator and the court reporter, if required by the arbitrator or requested by a party, shall be shared equally by the parties.

5.17 WITNESSES

The County agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to the Agreement. The Association agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

5.18 EXPEDITED ARBITRATION

At any step of the grievance procedure at which the appropriate County representative declares he/she does not have authority to resolve a pending grievance, the Association may proceed directly to the next step of the grievance procedure. The County and the Association may, by mutual agreement, submit an issue directly to Step 4 of the grievance procedure.

ARTICLE VI MANAGEMENT TIME OFF

6.1 MANAGEMENT TIME OFF

a. Management personnel are authorized, subject to approval of their immediate supervisors, to take reasonable time off for personal use during normal working hours without loss of compensation.

b. Management personnel are expected to work whatever time reasonably is required to perform the duties of their positions.

c. Management personnel, like other County employees, are expected to be normally on the job performing their duties during assigned hours.

d. Management personnel shall not accrue compensating time off or earn overtime pay.

e. Partial Day Off: Managers may be allowed reasonable time off during normal duty hours to take care of personal business or for other personal reasons.

- (1) No recordkeeping is required of such time off. The requirement is simply that the immediate supervisor give approval.
- (2) A manager who does not have sufficient allowable vacation time or sick leave time to cover a full workday's absence on a given day should be allowed management time off so that the entire day will be paid. Managers who have exhausted authorized vacation

and/or sick leave may be docked for entire days but not for partial days.

f. One or More Whole Days Off: Managers may be given one (1) or more whole days off under the management time off provision. In general, larger amounts of time such as this are intended to be given to managers who have worked a substantial amount of overtime. There are no specific limits on the amount of time off that may be given. However, when a manager has authorized a substantial amount of time off, the department should be able to demonstrate that the manager involved has worked enough overtime to justify the time off authorized.

g. Time off When Manager is Being Compensated for Other Work: No management time off should be allowed for time a manager may spend during County duty hours performing outside work (non-County work) for compensation. This is to avoid a situation in which a person is being paid by the County and compensated by another source at the same time. If a manager is permitted to perform such outside work during the normal workday, the time should be taken as vacation or leave of absence.

ARTICLE VII SALARIES

7.1 SALARY INCREASES

a. 2014-15 Salaries: Effective the first pay period of January 2015, salaries shall be increased by five percent (5%). In addition, employees will receive a one-time payment of \$1,500.

b. 2015-16 Salaries: Effective the first pay period of July 2015, salaries shall be increased based on the average percent of year to year change in the Consumer Price Index (CPI) U.S. City Average, Urban Wage Earners and Clerical Workers) reported for each of the twelve (12) months ending with the month of March 2015, rounded to the nearest one-tenth of one percent (1/10%), provided, however; such increase shall not be less than two percent (2%) nor more than four percent (4%).

c. 2016-17 Salaries: Effective the first pay period of July 2016, salaries shall be increased based on the average percent of year to year change in the Consumer Price Index (CPI) U.S. City Average, Urban Wage Earners and Clerical Workers) reported for each of the twelve (12) months ending with the month of March 2016, rounded to the nearest one-tenth of one percent (1/10%), provided, however; such increase shall not be less than two percent (2%) nor more than four percent (4%).

d. 2017-18 Salaries: Effective the first pay period of July 2017, salaries shall be increased by four percent (4%).

7.2 SALARY ADMINISTRATION

a. Entry Step:

- (1) The entry step within the established range for each class shall be step "5" unless specifically designated as step "6", "7", "8", or "9". Except as otherwise provided below, any person appointed to a class shall receive the entry step of the range of such class and shall accrue other benefits as a new employee.
- (2) Any person who is appointed to a permanent, regular position in the same class to which he or she was previously appointed pursuant to Civil Service Rule 7.7 (a) or Civil Service Rule 7.7 (e) and who has also continuously served in that capacity shall receive the equivalent to the salary step which he or she received during his or her appointment under Civil Service Rule 7.7 (a) or Civil Service Rule 7.7 (e). Time spent in any appointment made pursuant to Civil Service Rule 7.7 (a) or Civil Service Rule 7.7 (e) shall not constitute a part of such employee's probationary period.
- (3) Transition of Employees in Salary Steps "2", "3", and "4":
Effective July 16, 2000, employees in salary steps "2", "3" and "4" shall be moved as follows:
 - (a) Employees in salary steps "2" and "3" will be moved to salary step "5" with no change in step increase date.
 - (b) Employees in salary step "4" will be moved to salary step "6" with a new step increase date of July 16, 2000.

b. Reemployment: Any person appointed in accordance with the rule governing reemployment following layoff shall receive compensation and benefits as though he/she had been on leave without pay.

c. Reinstatement: Any person appointed in accordance with the rule governing reinstatement following resignation in good standing shall be considered a new employee. At the discretion of the appointing authority, a reinstated employee may receive a starting salary higher than step "5" but not exceeding the step that he/she received at the time of resignation.

d. Return to Former Class: An employee who is returned to a former class following promotion, transfer, demotion due to layoff or release from probation, shall receive that step of the range which he/she would have received had he/she never left the former class.

e. Promotion: Advancement from a position in one (1) class to a position in a higher class, defined as one having a maximum salary rate at least one (1) step (at least 5.0%) higher than the employee's former class.

- (1) Upon promotion of an employee within the unit to a higher class, the employee shall receive the lowest step in the new class which provides an increase of at least 5.0%.
- (2) Upon promotion of an employee from outside the unit to a class in the unit, the employee shall receive the lowest step in the new class which provides an increase of at least 5.0%.

f. Transfer: Upon transfer of an employee from outside the unit to a class in the unit, the employee shall receive the same step in the new range as he or she received in the former range. For purposes of this provision, a transfer is a change between classes where the maximum salary rate of the class to which transfer is made is less than 5.0% higher or less than 5.0% lower.

g. Demotion: A demotion is a change to a class which has a maximum salary rate which is at least 5.0% lower than the maximum salary rate of the former class. Whenever an employee is demoted due to layoff, without cause or inability on his/her part, his/her salary shall be that step in the new range which provides an equal salary, or in the absence thereof, the nearest lower salary, to that received prior to the demotion. In all cases of demotion for cause, the employee shall receive the same step in the lower range as he/she received in the higher range. An employee with permanent status in a class who, with the approval of the appointing authority, voluntarily demotes to a lower class shall receive the step in the lower range which provides an equal salary or, in the absence thereof, the nearest lower salary to that which was received prior to demotion.

h. Return from Leave without Pay: Return following leave without pay is not an appointment, but is a continuation of service; however, salary and benefits, other than employment status, shall be based on actual service. This provision shall not apply to employees returning from military leave.

i. Y-Rate: The Board of Supervisors may adopt a Y-rate to apply to: (1) an employee who would suffer an actual decrease in salary as a result of action taken by the County, without fault or inability on the part of the employee, or (2) an employee who is changing from one (1) class series to another, as a normal consequent of career development through the County's upward mobility program, and the salary of the class the employee enters in the new class series is less than the salary the employee was receiving in the former class. A Y-rate means a salary rate, for an individual employee, which is greater than the established range for the class.

j. Y-Rate Salary Increase: An employee for whom a Y-rate is established shall not receive any increase in salary until such time as his/her rate of compensation

is within the established range for the class, at which time the employee shall receive the highest step of the range. The employee shall receive a proportionate decrease in salary whenever a lower range is established for the class in this Agreement.

k. Granting of Status: Whenever the Civil Service Commission or other appropriate authority grants an employee direct status in another class the employee shall receive the step determined in accordance with the provisions of this section.

l. Class Salary Range Changes: When the salary range for a class is changed in the Agreement, employees in the class shall change to the new range but shall remain at the same step. When changes in an employee's class or salary, or both, occur simultaneously with salary range adjustments in the Agreement, the employee changes shall precede the Agreement adjustments in application.

m. Entry Step Adjustments: When the entry step for a class is adjusted to above step "5" in the Agreement, the salary step for each employee in the class shall be increased in proportion to the change in entry step; provided, however, that no employee shall advance beyond step "9".

n. Biweekly Salaries: The pay period for all employees shall cover fourteen (14) calendar days, starting on a Sunday and ending with the second Saturday thereafter. Salaries shall be paid on the Friday following the end of the pay period; except that if Friday falls on a holiday, salaries shall be paid on Thursday. Salaries shall be computed as provided in this Agreement.

o. Salary Computation: The regular salary for each employee shall be based on the actual number of days or hours worked in the pay period, including authorized absences with pay, multiplied by the employee's daily or hourly rate. Such payments shall not exceed the biweekly rate as determined by the employee's range and step.

p. Special Pay: Special payment, including standby, overtime, premium, and other special payments, shall be calculated in accordance with the applicable provisions of this Agreement.

q. Payment in Full: Compensation paid pursuant to this Agreement shall be payment in full for services rendered in a County position. No employee shall accept any other compensation for services performed in such position.

r. Exceptional Qualifications: At the request of the appointing authority and subsequent to a recommendation by the Personnel Director, the County Executive may approve a salary above the established entry step for the class in order to recruit an individual who has demonstrated superior knowledge and ability in the civil service examination process and whose combined education and experience represent substantially better preparation for the duties of the class than required by the minimum employment standards. In the application of this provision, consideration also shall be

given to current employees in the same class who possess comparable qualifications and, if determined equivalent, adjustments shall be made by the County Executive.

7.3 SALARY STEP INCREASES

a. Increases to steps above the entry step shall be based on performance and length of service. The employee must have earned the equivalent of at least twenty-six (26) biweekly pay periods of full-time eligible service since his/her step increase date.

b. Except as otherwise provided below, an employee's step increase date shall be the first day of the first full biweekly pay period in any class or the date of his or her last step increase, whichever is most recent.

c. An employee's step increase may be deferred while he/she is in provisional or probationary status. Upon receipt of a deferred increase, the employee's step increase date shall be the same as it would have been had the increase not been deferred; and retroactive payment will be made.

d. Upon change in class which results in a salary decrease, an employee shall retain the same step increase date.

e. Upon promotion, an employee shall receive a new step increase date when the salary increase received is 9.5% or higher.

f. An employee in step "9" shall have no step increase date, and service in step "9" shall not be considered as eligible service for future step increases.

g. Continuous extra-help employment up to fifty-two (52) weeks of full-time service, or the equivalent, shall be considered as eligible service for a step increase for an employee who is appointed to a regular position without a break in service. Such extra-help employment shall be subject to all other provisions of this section governing step increases.

h. Only regular employees are eligible for salary step increases.

7.4 PAYROLL ERRORS

a. This provision applies when the Director of Personnel Services determines that an error has been made in relation to the base salary, overtime cash payment, paid leave accruals, balances, or usage, or for medical insurance premiums or life insurance premiums. In such cases the County shall, for purposes of future compensation, adjust such compensation to the correct amount. The Director also shall give written notice to the employee.

b. As used in this section:

- (1) "Base salary" means the biweekly rate of pay including special pay allowances and differentials but excluding overtime cash payment.
- (2) "Overtime cash payment" means authorized pay for working in excess of a prescribed number of hours, usually eight (8) hours per day or forty (40) hours per week.
- (3) "Paid leave" means vacation, sick leave, compensating time off and all other types of authorized leave with pay.
- (4) "Overpayment" means any cash or leave (balance, usage or accruals) that has been overpaid or overcredited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.
- (5) "Underpayment" means any cash or leave (balance, usage or accruals) that has been underpaid or undercredited to an employee regardless of the reason, including but not limited to, administrative, clerical or system errors.

c. If the error has resulted in an overpayment or underpayment, reimbursement shall be made to the County if the error was an overpayment, or by the County if the error was an underpayment, in the amount which has occurred within one (1) year prior to the date of the Director's initial written notice to the employee.

- (1) In the case of overpayment, reimbursement of the overpayment shall be made through one (1) or a combination of the following methods:
 - (a) In cash payment(s) mutually agreed to by the employee and the Department of Personnel Services.
 - (b) In case of overcrediting of paid leave accruals, balances, or usage, a one-time only leave adjustment to CTO or vacation equivalent to the dollar amount of overpayment (sick leave may not be used unless the overpayment involved the use of sick leave). If the balances are not sufficient to cover the overpayment, payroll deductions of the overpayment from the employee's future salary shall be made in installments until the overpayment is fully reimbursed; or the employee may make a single cash payment. A charge against future accruals shall not be permitted.
 - (c) Installments through payroll deduction to cover the same

number of pay periods over which the error occurred. If the installments exceed 10% of the employee's base salary (including incentives, et cetera), lower deductions may be made providing the lower deduction is at least 10% of the employee's base salary including incentives, et cetera.

- (2) In the case of an underpayment the County will expedite reimbursement to the employee via an in lieu warrant, a gross pay adjustment or a leave balance adjustment, whichever applies and is most appropriate.
- (3) An employee whose employment terminated prior to full reimbursement of an overpayment shall have withheld from any salary owing the employee upon termination an amount sufficient to provide full reimbursement. If that amount is not sufficient to provide full reimbursement, the County shall have the right to exercise other legal means to recover the additional amount owed.
- (4) Any amount of overpayment or underpayment for any period earlier than one (1) year prior to the date of the Director's initial written notice to the employee, shall be deemed waived and not reimbursable.

d. The provisions of this section do not apply to grievance disputes which contend that the County has underpaid by misapplying or incorrectly interpreting the terms of this or any previous Agreement. The time limits for the filing and processing of any grievance shall not be deemed to be excused, extended or otherwise modified by the provisions of this section. Nor shall the relief available through the grievance procedure be enlarged by or as a result of the provisions of this section.

e. The provisions of this section apply only to errors involving base salary or overtime cash payment and paid leave accruals, balances, or usage. No provision of this Agreement shall preclude the correction or recovery by the County of past overpayments or other losses which result from errors involving other matters, such as retirement, social security and court-ordered payments.

7.5 FLIGHT PAY DIFFERENTIAL

Employees assigned to the Aero Detail as pilots shall receive a ten (10) percent pay differential. Such differential shall be based on the employee's standard hourly salary rate.

7.6 UNIFORM ALLOWANCE

a. All personnel in the Law Enforcement Management Unit required to maintain a uniform shall receive uniform reimbursement / allowance which shall be paid

as follows:

- (1) The uniform allowance shall be \$34.62 biweekly.
- (2) Effective June 22, 2008, the uniform allowance shall increase to \$36.54 biweekly (\$950 annually).
- (3) Effective June 20, 2010, the uniform allowance shall increase to \$38.46 biweekly (\$1,000).
- (4) On-call employees shall not receive the biweekly uniform allowance but shall continue to receive their uniform allowance in semi-annual payments in arrears in January, provided they have worked July through December of the preceding year, and in July, provided they have worked January through June of that year. Such employees shall receive 1/6 of the allowance for each month in which they have served during the preceding 6 month period.

b. In the event substantive changes are made in the uniform of employees represented by the Union, such changes shall be at County expense. Substantive means a mandatory change in the basic uniform shirt, hat, tie, trousers/skirts, or patches. Phased changes which provide for replacement when an item of the basic uniform becomes unserviceable or is replaced shall not be at County expense. The County may limit the phase out period; however, it shall not be less than two (2) years.

7.7 INCENTIVE PAY

a. Employees in the classes of Sheriff Lieutenant, Sheriff Captain, Supervising Criminal Investigator and Assistant Chief Criminal Investigator will be eligible for the incentives under Section 7.7-b., and Assistant Probation Division Chief and Probation Division Chief will be eligible for the incentive under Section 7.7-c. Eligibility for all incentives will occur the first biweekly pay period after submission of evidence of eligibility to the person designated by the appointing authority, and as otherwise indicated below.

b. The following education incentives shall be cumulative, but they shall not be compounded for those employees eligible under Subsection a. above:

- (1) Five (5) percent for possession of an A.A. degree (or equivalent sixty [60] semester units)
- (2) Five (5) percent for possession of an B.A. or B.S. degree
- (3) Five (5) percent for possession of an intermediate P.O.S.T. certificate

- (4) Five (5) percent for possession of an Advanced P.O.S.T. certificate
- (5) Effective June 22, 2008, five (5) percent for possession of a Management POST certificate

c. Employees in the classes of Assistant Probation Division Chief and Probation Division Chief will be eligible for:

- (1) Effective December 10, 2006, a three (3) percent incentive with prior completion of Standards and Training for Corrections Probation Officer core training.
- (2) Employees in the class of Assistant Probation Division Chief and/or Probation Division Chief, upon placement into the classification, will be eligible for a six (6) percent differential in recognition of securing a Standards and Training for Corrections Management certificate or a CPOC Command College Certificate. In order for employees to continue receiving such certificate pay, employees must complete the course of instruction within 24 months of placement into the Assistant Probation Division Chief and/or Probation Division Chief classifications. Should an employee not complete the course of instruction within the 24 month period, the 6 percent incentive will be suspended until such time the course of instruction is satisfactorily completed.
- (3) The above incentives are additive for a total of nine (9) percent.

7.8 CONTINUATION OF BENEFITS

During the term of this Agreement employees shall continue to receive the following benefits currently applicable to unrepresented management personnel:

- a. Management sick leave benefits
- b. Vacation accumulation and sell-back
- c. Management pay differential.

7.9 VACATION LEAVE WITH PAY

a. Vacation with pay shall be earned by regular and extra-help employees based on the equivalent of full-time service from the date of appointment. Vacation credit shall accrue to the employee upon completion of regular work assignment on the last day of the biweekly pay period in which it is earned.

b. Employees who have less than three (3) years of service shall accrue vacation on the basis of 4.0 hours for each biweekly pay period of service.

c. Employees who have more than three (3) years but less than fifteen (15) years of service shall accrue vacation on the basis of 5.5 hours for each biweekly pay period of service.

d. Employees who have more than fifteen (15) years of service shall accrue vacation on the basis of 7.1 hours for each biweekly pay period of service.

e. All employees hired on or after June 28, 1992, shall accrue vacation and accumulate vacation in accordance with the following schedule:

<u>Years of Service</u>	<u>Biweekly Accrual Rate</u>	<u>Approximate Number Annual Days *</u>	<u>Accrued Maximum</u>
Less than 3 years	3.1 hours	10	400
More than 3 years, less than 6 years	4.6 hours	15	400
More than 6 years, less than 9 years	5.5 hours	18	400
More than 9 years, less than 10 years	5.8 hours	19	400
More than 10 years, less than 11 years	6.2 hours	20	400
More than 11 years, less than 12 years	6.5 hours	21	400
More than 12 years, less than 13 years	6.8 hours	22	400
More than 13 years, less than 14 years	7.1 hours	23	400
More than 14 years, less than 15 years	7.4 hours	24	400
More than 15 years	7.7 hours	25	400

*eight-hour days

f. For employees hired prior to June 28, 1992, who have been on the vacation schedule set forth in Subsection b. – d. above, such employees shall remain on that schedule, except that (1) employees with nine (9) or more years of service on June 28, 1992, shall be moved to the appropriate level of the vacation schedule set forth in Subsection e.; and (2) employees who complete nine (9) years of service after June 28, 1992, shall be moved at that time to the appropriate level of the vacation schedule set forth above in Subsection e.

g. Employees who reach their vacation maximum accrual rate shall be entitled to cash payment for any hours exceeding their maximum accrual rate, which would otherwise be lost if not taken. The appointing authority, at his or her discretion, may schedule the use of vacation as an alternative to cash payment, under this provision, with at least one (1) pay period's notice.

h. The County and LEMA have discussed that the County intends to change the vacation benefit and eliminate the cash payment for any hours exceeding the maximum vacation accrual for unrepresented management employees. LEMA agrees that any changes that are made for employees who are unrepresented management

employees as of the date of this agreement in the vacation benefit for any hours exceeding the maximum vacation accrual and a return to the “use it or lose it” system of vacation self management, shall also be changed for the employees in the Law Enforcement Management Unit, except that a special provision shall apply for the Law Enforcement Management Unit, wherein in times of a declared State of Emergency, or in special circumstances declared by the Sheriff with the concurrence of the County Executive, the use it or lose it policy shall be temporarily rescinded. LEMA, therefore, waives its right to meet and confer on this matter. This provision shall not be construed to allow the reduction of vacation accrual rates or to reduce the cap on the maximum hours of vacation accrual.

i. Consistent with County Personnel Policies and Procedures, E-6: Cash Compensation for Accrued Vacation Leave, Section 45(M) – Special Pay Allowance, employees will be allowed to cash in an additional 40 hours of vacation leave (total of 80 hours) annually for fiscal years: 2015-2016, 2016-2017, 2017-2018 this cash compensation allowance for accrued vacation leave will revert back to 40 hours annually consistent with Section 45(M). However; elections of cash compensation for accrued vacation leave up to 80 hours made during the term of this agreement may be paid through December of 2018.

7.10 PAY INCENTIVE FOR SPECIAL ASSIGNMENT TO THE SACRAMENTO COUNTY AIRPORT SYSTEM

- a. The purpose of this provision is to provide a pay incentive as follows:
 - (1) Sacramento County Airport System: Sheriff’s Captain and Sheriff’s Lieutenant assigned in writing to be in charge of the Sheriff’s Airport Division and act as Airport Division Assistant Commander, respectively; and
- b. The pay incentive applies only if the assignment is made in writing by and at the sole discretion of the Sheriff or designee.
- c. The pay incentive shall be 10% of the employee’s base salary.
- d. The special assignment differential shall cease when the assignment is terminated in writing by the Sheriff or designee.
- e. It is understood that the policy of the Sheriff’s Department is to rotate assignments of Captains and Lieutenants to give them maximum experience and training for broader responsibilities. It is agreed that any routine reassignment of a Sheriff’s Captain or Lieutenant, or reassignment because of loss of a contract is not disciplinary action, notwithstanding loss of the pay incentive.

7.11 PAY DIFFERENTIAL ASSISTANT CHIEF CRIMINAL INVESTIGATOR DISTRICT ATTORNEY’S OFFICE

Effective March 7, 2004, the County agrees to pay a differential of 10% to one (1) person in the District Attorney's Office in the class of Assistant Chief Criminal Investigator who has increased management and supervisory duties and serves with the working title of Chief Investigator.

7.12 PAY INCENTIVE FOR SPECIAL ASSIGNMENT TO THE CITY OF RANCHO CORDOVA

a. The purpose of this provision is to provide a pay incentive to employees in the classes of Sheriff's Captain and Sheriff's Lieutenant who are properly assigned in writing to perform special assignments as the Chief of Police and Assistant Chief of Police, respectively, for the City of Rancho Cordova.

b. The pay incentive applies only if the following conditions are met:

- (1) The assignment shall be made in writing by and at the sole discretion of the Sheriff or designee.
- (2) The assignment of the Sheriff's Captain is to act as the Chief of Police, and the Sheriff's Lieutenant is to act as the Assistant Chief of Police for the City of Rancho Cordova.

c. The pay incentive shall be 10% of the employee's base salary.

d. The special assignment differential shall cease when the assignment is terminated in writing by the Sheriff or designee.

e. Any reassignment of a Sheriff's Captain or Sheriff's Lieutenant resulting in the loss of this pay incentive does not constitute disciplinary action.

f. This section becomes effective on the start of the pay period beginning on May 2, 2004.

7.13 PAY INCENTIVE FOR SPECIAL ASSIGNMENT TO THE SUPERIOR COURT OF CALIFORNIA – COUNTY OF SACRAMENTO

a. The purpose of this provision is to provide a pay incentive to employees in the classes of Sheriff's Captain and Sheriff's Lieutenant who are properly assigned in writing to perform special assignments as the Commander and Assistant Commander, respectively, for the Superior Court of California, County of Sacramento.

b. The pay incentive applies only if the following conditions are met:

- (1) The assignment shall be made in writing by and at the sole discretion of the Sheriff or designee.

- (2) The assignment of the Sheriff's Captain is to act as the Commander, and the Sheriff's Lieutenant is to act as the Assistant Commander.
- c. The pay incentive shall be 10% of the employee's base salary.
- d. The special assignment differential shall cease when the assignment is terminated in writing by the Sheriff or designee.
- e. Any reassignment of a Sheriff's Captain or Sheriff's Lieutenant resulting in the loss of this pay incentive does not constitute disciplinary action.
- f. This section becomes effective on the start of the pay period beginning on September 18, 2005.

7.14 SHIFT DIFFERENTIAL PAY

Probation Department employees working Night Shifts as identified by Personnel Ordinance Section 2.78.495 shall receive a differential of 7.5% of the employee's regular rate of pay for the class.

ARTICLE VIII HEALTH AND WELFARE

8.1 GENERAL PROVISIONS

a. Eligibility: All regular full-time employees of the unit shall be eligible to participate in County-sponsored insurance and benefit programs defined in this article. Regular part-time employees who work a minimum of forty (40) hours per biweekly pay period shall also be eligible to participate.

b. Dependent Eligibility: For all programs covered in this article, eligible dependents are an employee's lawful spouse or domestic partner (as defined by Section 297 of the California Family Code), and unmarried children (natural, step, adopted, legal guardianship, and/or foster) of the employee or domestic partner, who are qualified IRS dependents of the employee or domestic partner, up to twenty-three (23) years of age. Disabled dependents may be able to continue coverage beyond the limiting age if the disability occurred while the dependent was covered under a County-sponsored medical plan or prior to the dependent's 19th birthday, and is certified by a licensed physician.

c. Enrollment In Benefits Plans:

- (1) All new employees shall automatically be enrolled in the default level of medical, dental, and basic life insurance coverage.

Employees shall be charged the applicable level of employee contribution, if any, for each plan. During the first thirty (30) days of employment, an employee may waive coverage under the medical plan by providing proof satisfactory to the plan that the employee has other group medical insurance coverage. An employee may also change their health plan or coverage option under the plan (for example, from employee only coverage to an option that includes dependent coverage) during the first thirty (30) days of County employment. Failure to make any change within the thirty (30) day initial enrollment period shall be considered an irrevocable election for the default coverage.

- (2) Employees subsequently desiring to make a coverage change may do so only under the following circumstances: (1) during any annual enrollment period for coverage effective on the first day of the following calendar year; (2) upon the occurrence of certain qualifying events as prescribed by the Health Insurance Portability and Accountability Act; or (3) upon the occurrence of certain specified family status change events as governed by Internal Revenue Code Section (IRC) 125 and authorized under the County's Section 125 qualified cafeteria benefits plan. Employees seeking to waive coverage shall show proof satisfactory to the plan that the employee has other group medical insurance coverage.

d. Taxes on Benefits: Employee contributions for health insurance shall be deducted from employee pay on a pre-tax basis unless otherwise prohibited by the Internal Revenue Code. The employee will be responsible for any tax consequences resulting from the inclusion of a registered domestic partner and the child of registered domestic partner under the health and welfare benefits offered pursuant to this Agreement.

8.2 MEDICAL INSURANCE AND HEALTH PLANS

The County shall pay a monthly contribution for any of the medical insurance or health plans made available to employees pursuant to this Agreement. The County contribution shall be applicable to the coverage level selected by the employee. If the cost of the coverage exceeds the maximum County contribution, the employee shall pay the additional cost.

- a. Tier A: Employees hired prior to January 1, 2007, will be placed in Tier A. Effective January 1, 2007, employees in Tier A will receive a maximum County contribution of 80% of the Kaiser family rate for 2007. Effective January 1, 2008, the County insurance contribution shall be frozen at the level in effect on December 31, 2007 (\$826.90), as well as entitlement to cash back, cash back maximums, plan selection incentive and FICA reductions, if applicable. This County contribution arrangement shall be

henceforth referred to as Tier A. Employees in Tier A shall remain in this tier unless they voluntarily elect to move to Tier B. Such election by an employee to move to Tier B shall be irrevocable once made.

- b. Tier B: The County shall provide an insurance contribution, henceforth known as Tier B, for employees starting employment with the County on or after January 1, 2007, and employees who were in Tier A and have voluntarily elected to participate in Tier B. The County contribution shall be reset annually on January 1 of each year. The County contribution amount shall be 80% of the premium amount for the health plan and level of coverage selected provided, however, that the maximum amount of the contribution shall be 80% of the premium amount for the least expensive, full coverage HMO health plan option offered by the County, for the level of coverage selected by the employee. The employee shall pay through payroll deduction any additional premium not paid by the County contribution that is required for the plan option and level of coverage selected by the employee, or the default coverage if the employee did not select another plan or waive coverage as specified under the provisions of this Agreement.
- c. Effective January 1, 2008, or later, as determined by the County, employees shall be provided with at least the following:
 - (1) Medical Plan Options:
 - (a) A traditional Kaiser Foundation health maintenance organization plan
 - (b) A traditional non-Kaiser Foundation health maintenance organization plan
 - (c) Up to two (2) high-deductible health plan options, with a voluntary health savings account.
 - (2) Elimination of the Catastrophic health plan.
 - (3) Coverage Levels: Status quo shall continue for employees desiring coverage under the County medical insurance plans. Employees may elect coverage under one (1) of the following levels:
 - (a) Employee only
 - (b) Family

Premiums for insurance coverage shall be based on the level of coverage selected.

- d. The default medical plan enrollment shall be the County's lowest premium high deductible health plan, employee only coverage. The employee shall be responsible for paying 20% of the premium for this coverage on a pre-tax, payroll deduction basis.
- e. All co-payments will remain at their respective 2006 levels for the duration of the Agreement.

8.3 RETIREE HEALTH SAVINGS PLAN

Effective, December 24, 2006, or as soon as administratively possible, the County shall establish a retiree health savings plan (RHSP) by contributing an amount of \$25.00 to the employee's RHSP each biweekly pay period.

8.4 DENTAL PLAN

Employees in the unit shall enroll in the County's dental insurance plan. The County shall pay 100% of the cost for dental coverage for employees and covered dependents. The default level of dental insurance coverage shall be employee only coverage.

8.5 LIFE INSURANCE

a. Basic Benefit: The basic life insurance benefit is \$50,000 for employees. This shall be the default level of life insurance coverage, which shall be provided at no cost to the employee.

b. Voluntary Options: The County shall provide additional options to permit employees to elect up to three (3) times their annual salary to a maximum of \$500,000 of provided and purchased life insurance. Premium rates for these supplemental options shall be determined by the County based on the quotation from the insurance carrier selected by the County to provide the life insurance.

c. Living Benefit: The life insurance benefit includes a "living benefit" option. To be eligible for this "living benefit," the claimant must be under the age of seventy (70); be diagnosed terminally ill (with life expectancy of twelve [12] months or less); not have assigned his or her employee life benefits; and not have a court order in force which affects the payment of life insurance benefits. The life insurance benefit will pay a benefit of up to 50% of the combined basic and any supplemental life amounts. The maximum amount of the living benefit is \$250,000 and the minimum is \$7,500. Should the employee recover, the amount paid under this provision would be subtracted from the face amount of his/her full benefit at the time of death.

e. Dependent Benefit: A life insurance benefit of \$5,000 (\$0 from birth to fourteen [14] days of age; \$200 from age fourteen [14] days to six [6] months) is

provided for each dependent in addition to the basic life benefit provided to employees. No enrollment of dependents is generally required. Domestic partners and/or their dependents must be enrolled in the program as the dependents of an employee in order to be eligible for the dependent benefit. The dependent benefit will be reduced from \$5,000 to \$2,000 effective January 1, 2008.

f. Conversion of Coverage: The life insurance may be converted from group coverage to private coverage upon termination of employment, or a dependent's loss of eligibility for coverage under the plan. It is the sole responsibility of the employee to notify the County within thirty (30) days of a dependent's loss of eligibility due to marriage or reaching the limiting age for coverage. Upon timely notification, a dependent losing coverage will be offered the opportunity to convert to an individual policy. Failure to notify the County within thirty (30) days of a dependent's loss of eligibility shall result in loss of conversion privileges.

8.6 EMPLOYEE ASSISTANCE PROGRAM

a. The County will make an employee assistance program (EAP) available to each eligible employee. The EAP will provide personal counseling for employees and/or their dependents. The counseling is intended to assist employees and eligible dependents who are experiencing personal problems such as family/marital problems, personal/emotional problems, substance abuse problems, and work-related problems.

b. The County will pay the cost of short-term counseling, not to exceed six (6) sessions of approximately one (1) hour each per incident per calendar year for each employee and each covered dependent. Participation in the Employee Assistance Program shall be confidential unless written consent is given by the employee or family member.

c. Enrollment of dependents is generally automatic; no enrollment form shall be required. Domestic partners and/or their dependents must be enrolled as the dependents of an employee in order to be eligible for dependent benefits under this program.

d. It is understood that the County will provide EAP services through an independent contractor. The County may from time-to-time in its sole discretion change contractors for this service.

8.7 FLEXIBLE SPENDING ACCOUNTS

Employees in the unit shall have access to the County's flexible spending account program, which provides employees with the options of dependent care assistance benefits with a calendar year maximum of \$5,000, and medical expense reimbursement benefits with a calendar year maximum of \$2,400. The County shall maintain this plan in compliance with IRC §125. Employee premiums for flexible spending account benefits shall be deducted on a pre-tax basis from employee pay.

8.8 STATE DISABILITY INSURANCE

a. The County shall maintain State Disability Insurance (SDI), at the employee cost, for employees in classes covered by the Agreement. This section shall not be valid if the membership elects to withdraw from SDI during the term of this Agreement and the State has approved withdrawal from SDI.

b. Employees who are absent from duty because of illness or injury and have been authorized to use County-paid leave benefits, sick leave, vacation, compensating time off, holidays and holiday-in-lieu time, shall be eligible to integrate the payment of State Disability Insurance benefits with such County-paid leave benefits. No integration of County-paid leave benefits and State Disability Insurance shall occur unless the appointing authority has approved the use of the County-paid leave benefits by the employee requesting integration.

c. Integration of County-paid leave benefits with State Disability Insurance will require detailed procedures which the County shall, in its sole discretion, implement to ensure the equitable application of the program consistent with this Agreement provision. In accordance with current County policy, integration of County-paid leave balances and State Disability Insurance shall not be paid in a retroactive manner.

d. Integration of County-paid leave balances and State Disability Insurance shall take place subject to the following conditions:

- (1) The intent of this program and contract provision is to insure that those employees who participate in the program comply with all applicable laws, policies, and procedures established to provide integration of County-paid leave balances and State Disability Insurance so as to provide a combined biweekly adjusted net income equivalent to 100% of regular net income - gross income less required deductions, such as taxes, retirement, State Disability Insurance premiums, and other mandatory deductions - as long as such eligible disability qualifies and available leave balances are authorized by the appointing authority. Other employee authorized deductions shall be deducted from the resultant net pay.
- (2) Upon approval of the use of County-paid leave benefits by the appointing authority and the employee's established eligibility for State Disability Insurance, the County shall make leave accrual payments to the employee in the usual manner except that the net pay, including State Disability Insurance benefits and net County pay, shall not exceed 100% of the regular net pay. If State Disability Insurance benefits equal or exceed 100% of the regular net pay, no County payment shall be made. County-paid leave

benefits shall be used in the following order: sick leave, vacation, compensating time off, and holiday-in-lieu time.

- (3) Special pay allowances not of a permanent nature, such as overtime compensation, standby, night shift differential, call back or out-of-class pay, shall not be counted in determining the employee's gross or net pay.
- (4) Sick leave, vacation, and holiday-in-lieu shall not accrue during any pay period in which the employee receives County-paid leave benefits integrated with State Disability Insurance payments, except that the employee shall accrue sick leave, vacation, and holiday-in-lieu for any actual hours worked during a pay period in which integration occurs. Service credits toward seniority and step increase eligibility shall not be affected by any pay period during which an employee is on the integrated leave and State Disability Insurance program.
- (5) When an employee exhausts all available County-paid leave balances, the employee shall either return to work or request an unpaid leave of absence from his/her appointing authority. Regardless of whether the employee continues to receive State Disability Insurance payments, once all County-paid leave balances are exhausted, County compensation shall cease unless the employee returns to work.
- (6) The County shall continue its contributions towards the employee's health, dental, life and retirement contributions in accordance with established laws and practices during the pay periods which include County payment for integrated leave balances. The employee shall be responsible for payment of premiums required to maintain insurance coverage when County contributions cease.
- (7) Eligible part-time employees shall be included in this program on a prorated basis.

e. In the event the County determines that legislative or judicial determinations cause changes which in any way restrict, reduce or prohibit this program operation, it shall immediately and automatically terminate without any further action by either party to this Agreement.

8.9 JOINT LABOR-MANAGEMENT HEALTH AND WELFARE COMMITTEE

The parties agree to work cooperatively in an ongoing joint labor-management health and welfare committee forum to review and address health and welfare issues

that are of vital interest to both parties. The parties acknowledge that the health insurance marketplace is constantly changing and it is imperative that they remain engaged in ongoing dialogue and discussions regarding benefits issues.

8.10 HEALTH CARE

a. The parties recognize that during the term of this agreement, it may become necessary to make changes to Article VIII, Health and Welfare, specially coverage tiers, plan offerings, costs and changes required by law. Health benefits shall remain unchanged through calendar year 2014. Where the County finds it necessary to make a one-time change, the County shall notify LEMA in writing. The parties agree to meet in good faith pursuant to G.C. 3500 et seq. Current health care benefits and coverage shall be maintained to the extent possible.

b. Any agreement resulting from such negotiations shall become an addendum to this agreement.

c. Any changes resulting from this section will only be implemented if such a change is applied to all bargaining units.

ARTICLE IX RETIREMENT

9.1 RETIREMENT TIERS

a. New employees hired on or after January 2, 2000, into the Law Enforcement Management Unit and into safety retirement classes shall be placed in Tier 2 Safety Retirement.

b. New employees hired on or after January 2, 2000, into the Law Enforcement Management Unit and into miscellaneous retirement classes shall be placed in Tier 3 Miscellaneous Retirement.

c. Employees promoting into the Law Enforcement Management Unit from other County bargaining units on or after January 2, 2000, shall retain the retirement tier held prior to the promotion into the Law Enforcement Management Unit, unless the promotion requires a move from miscellaneous to safety, in which case the employee shall be placed in Safety Tier 2.

d. Employees represented by LEMA on January 2, 2000, who accept appointment to a safety class and who have no previous Sacramento County Employees' Retirement System (SCERS) Safety membership, shall be placed into Safety Tier 1.

e. It is recognized that certain employees who may have had, or still have, membership in the SCERS due to prior service, shall be afforded the opportunity to reenter their former plan/tier, in accordance with applicable law.

9.2 TIER 3 SAFETY RETIREMENT

The County shall establish a Safety Employee Retirement Tier 3 based upon the 3% at age 55 formula prescribed by Government Code Section 31664.2, with final compensation based upon the highest three-year average compensation pursuant to Government Code Section 31462, and shall have a post retirement cost-of-living adjustment factor pursuant to Government Code 31870 to a maximum annual 2%. This retirement tier shall apply exclusively to employees first hired after January 1, 2012 as a new employee with the County or an employee going from temporary to permanent status after implementation of the Safety Employee Retirement Tier 3.

9.3 TIER 4 SAFETY RETIREMENT

The County shall establish a Safety Employee Retirement Tier 4 based upon California Public Employees' Pension Reform Act of 2013, resulting in a 2.7% at age 57 formula, with a final compensation based upon the highest three-year average compensation pursuant to California Public Employee's Pension Reform Act of 2013. This retirement tier shall apply exclusively to employees hired on or after January 1, 2013.

9.4 401(a) PLAN

As soon as administratively possible, employees will be eligible to participate in the County's 401(a) plan. The County will amend Appendix A of the 401(a) plan to include Bargaining Unit (029) with a 1% match.

9.5 RETIREMENT CONTRIBUTIONS

2014-15: Effective the first pay period of July 2015, employees will pay 50% of the combined employee and employer normal cost as defined in the County Employees' retirement Law of 1937 (1937 Act).

ARTICLE X HOLIDAYS

10.1 HOLIDAYS

a. All regular employees shall be entitled to such holidays with pay as enumerated herein. All holidays proclaimed by the Governor, other than Thanksgiving

Day, shall not be deemed County holidays unless affirmatively made so by resolution of the Board of Supervisors.

- (1) The holidays are: January 1, the third Monday in January, February 12, the third Monday in February, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, Thanksgiving Day, day after Thanksgiving, and December 25.
- (2) When January 1, February 12, July 4, November 11, or December 25 holidays fall on Sunday, regular employees who work in a unit for which the normal work schedule does not include Saturday and Sunday shall be entitled to the Monday following as a holiday with pay.
- (3) When January 1, February 12, July 4, November 11, or December 25 holidays fall on Saturday, regular employees who work in a unit for which the normal work schedule does not include Saturday and Sunday shall be entitled to the preceding Friday as a holiday with pay.

b. It is the intent of the parties that County employees shall take off from work the Fridays enumerated herein except where the needs of the service require otherwise.

c. Regular employees who work in a unit for which the normal work schedules include Saturdays, Sundays, and holidays shall be granted one (1) day off for every four (4) weeks in lieu of prescribed holidays. Such time off shall be designated in the employee's regular work schedule. If not scheduled and taken every four (4) weeks, such time shall accrue at the rate of four (4) hours for each biweekly pay period.

d. Each employee shall be allowed four (4) hours off work with pay on the last working day before Christmas or the last working day before New Year's. If the employee is unable, because of the needs of the service, to take such time off, he/she shall be credited with four (4) hours compensatory time off. This benefit shall be prorated for part-time employees.

ARTICLE XI

CTO USE/PAYOFF UPON PROMOTION

11.1 CTO USE/PAYOFF UPON PROMOTION

An employee who is promoted into the bargaining unit and who accumulated compensating time off (CTO) prior to the promotion shall be permitted to use that CTO for a period of one (1) year after the promotion. Such use will be subject to the approval

of the department. If, after one (1) year, there is a remaining CTO balance, the employee shall be paid for the remaining CTO at the employee's rate of pay at the time of payment.

ARTICLE XII SAVINGS CLAUSE

12.1 SAVINGS CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdictions, or if compliance with or enforcement of any such provision shall be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby.

ARTICLE XIII SENIORITY, LAYOFFS AND REEMPLOYMENT

DIVISION A APPLICATION-PURPOSES-RIGHTS

13.1 PURPOSE

This article establishes layoff procedures and reemployment rights. The decision to reduce the number of positions in a class in a department and the reasons for any such reduction shall be within the sole and exclusive discretion of the County. However, the order of layoff and the identity of those employees to be laid off shall be governed by the provisions of this article. This article also establishes reemployment rights and the order of reemployment of employees who are laid off and provides for the resolution of any dispute which might arise respecting the order of layoff or reemployment of those employees who are laid off.

13.2 DEFINITIONS AND INTERPRETATIONS

Words and terms used in this article shall have the same meaning as applies to their use in Chapter 2.78, Sacramento County Code, unless otherwise defined below:

- a. Demotion: A change between classes where the maximum salary of the class to which the employee is changed is any amount less than the maximum salary of the class from which the employee is changed. The change is between classes in which the employee holds permanent status.
- b. Former Class: A class in which an employee previously has held

permanent status. An employee may have one (1) or more former classes. However, only those classes in which the employee has held permanent status during the current period of continuous service are eligible former classes in respect to a right to demote.

- c. Layoff: The involuntary termination from a class of a permanent or probationary employee without fault on the part of the employee, because of lack of work, lack of funds, or in the interest of economy.
- d. Limited-Term Employee: A person who accepts a limited-term appointment as defined in Section 7.7(f) of the Civil Service Commission Rules. A limited-term employee is a temporary employee for purposes of this article. However, a permanent employee appointed to a limited-term position shall have return rights, within the same department, from the limited-term position to the permanent position.
- e. Separation: Release from employment of a temporary employee or the return of a regular employee from a temporary upgrade to the immediate former class in which the employee held permanent status. Separation does not constitute a layoff.
- f. Status: The employee's current appointment, such as permanent, temporary, provisional, or probationary. Temporary includes intermittent and limited-term.
- g. Temporary Employee: A person who has been appointed from a list of eligibles, or provisionally in the absence of a list, to a position which is other than a permanent position.

13.3 LAYOFF

- a. When it becomes necessary due to lack of work, lack of funds, or in the interest of economy, to reduce the number of employees in a department, the order in which employees will be laid off within each class which is affected by the layoff shall be based on seniority as provided in Section 13.5.
- b. Temporary and provisional employees in the class involved in the layoff shall be separated prior to the layoff of any probationary or permanent employees.
- c. Prior to the layoff of any probationary or permanent employee, any permanent employee who currently is serving in a temporary position in that class shall be separated and returned to the class in which the person holds permanent status in that department.
- d. Probationary and permanent employees shall be laid off in the inverse order of their seniority.

13.4 RIGHT TO DEMOTE

a. Any employee who is scheduled for layoff shall have a right to demote within the department in which layoff will occur to a class in which the employee formerly held permanent status. If there is no authorized position in the department in the class to which the employee would otherwise have a right to demote, then this subsection shall not apply. The right to demote within the department to which the employee is assigned, shall be implemented as follows:

- (1) If there is only one (1) other lower salaried class within the department in which the employee formerly held permanent status, the employee shall be demoted to that class. If there is no vacancy in that class and the demoting employee has less seniority than all other employees within the department in that class, the demoting employee shall be laid off from that class and from employment.
- (2) If there are two (2) or more lower salaried classes within the department in which the employee formerly held permanent status, the employee shall be demoted to that class in which the employee formerly held permanent status which has the highest salary. If there is no vacancy in that class and the demoting employee has less seniority than all other employees within the department in that class, the above process shall continue until the demoting employee either reaches a class within the department in which the employee formerly held permanent status in which there is a vacancy or in which the employee is not the least senior employee within the department in that class, or the employee is laid off from employment.
- (3) An employee who is least senior in a class in which there is no vacancy and to which an employee demotes from a higher class within the department shall be laid off from that class, and shall have the same right to demote as does any other employee who is laid off.
- (4) An employee demoted under this procedure shall be deemed to have exercised the employee's right to demote and to have accepted such demotion, subject to the employee's right to resign from employment.
- (5) An employee who is demoted from a class in which the employee holds permanent status shall be deemed for all purposes to have been laid off from each class from which the employee subsequently demotes or is displaced, including classes which the

employee passes through because of the absence of a vacancy and insufficient seniority to occupy a position.

b. An employee who is scheduled for layoff, shall be entitled to request a demotion to another class in which the employee formerly held permanent status which is currently authorized in another department. Except as provided in (3) below, the right to request demotion to another department applies to any class in which the employee formerly held permanent status which has a lower salary than the class from which the employee was laid off, which is authorized in any department other than the department to which the employee was assigned prior to layoff.

- (1) The appointing authority of the department to which the employee requests transfer may, in the appointing authority's discretion, grant a request to demote if there is (a) a vacancy in the class within the department or (b) the requesting employee would not be the least senior employee in the new department within the class to which the request is made.
- (2) An employee whose request to demote to another department is granted, shall be deemed for all purposes to have been laid off from the class from which the employee demotes.
- (3) Such right to request demotion shall not apply to a class to which an employee is demoted within the same department. The purpose of the right to request a demotion to another department is to avoid layoff from employment.

13.5 SENIORITY

a. Seniority shall be determined by the date of original appointment to the class. For purposes of this article, the "date of original appointment to the class" is defined as the date the employee first was appointed to the class, on or after the most recent date of entry into County service, regardless of type of appointment, including, but not limited to, provisional, limited-term, temporary and exempt.

b. A seniority list shall be prepared for each class for purposes of layoff and shall include all probationary and permanent employees in that class. Where seniority dates in the class are the same, ties shall be broken in the following sequence:

- (1) Employees with the earliest date of entry into continuous County service.
- (2) Employees with the highest standing on the eligible list from which the appointments to the applicable class were made.

c. The seniority date for employees who terminate and subsequently return to County service in accordance with the military leave provisions of Section 2.78.785 of the Sacramento County Code shall be the date of original appointment to the class, prior to the military separation.

d. If an employee's position is reallocated to a different class and the former class is no longer authorized in the employee's department, the employee's date of appointment to the former class shall be the seniority date in the class to which the position was reallocated. In such cases the right to demote shall apply to the new class.

e. If an employee is in a class which is retitled, the seniority date in the retitled class shall be the date of appointment to the original class which has been retitled.

f. If an employee returns to a former class in which the employee previously held permanent status, the employee's seniority date in the former class shall be the date of original appointment to the former class.

13.6 JURISDICTION

If an employee in a class covered by this article is laid off from that class and demotes to a class which is not covered by this article, then this article no longer applies in respect to the determination of the employee's seniority within the class to which demotion occurs. In such cases, the determination of seniority within the class to which the employee is demoted, shall be based on the agreement of the new representation unit or the Sacramento County Code, whichever applies.

DIVISION B LAYOFF

13.7 NOTICE OF LAYOFF

a. Each employee subject to layoff shall be given written notice of layoff. The notice shall prescribe the effective date of layoff. The written notice shall either be personally handed to the employee, delivered to his last known address, or mailed to the last known address if such address is a post office box number. The last known address shall be deemed to be that address which is within the personnel file of the employee within the department to which he is assigned. The notice shall be deemed served on the date it is personally handed to the employee, or on the date it is left at his last known address, or on the date it is mailed to his last known address, as the case may be.

b. The effective date of layoff shall not be earlier than the 14th calendar day following the date of service of the notice of layoff.

13.8 NOTICE TO LEMA

Each time a layoff is ordered, the County shall mail to LEMA, not later than the date of service of the last notice of layoff, each seniority list by class and department in which an employee covered by this Agreement is to be laid off. Each such list shall identify the employees to be laid off and show the date of service of the notice of layoff to each employee who is to be laid off.

13.9 GRIEVANCE-ARBITRATION PROCEDURE

The grievance-arbitration procedure set forth in Sections 13.10 through 13.20 shall apply to grievances concerning the validity or timeliness of service of notice of layoff, the order of layoff, or the identification of who is laid off under the order of layoff.

13.10 GRIEVANCE

A grievance is a complaint by one (1) or a group of employees or LEMA involving the interpretation, application or enforcement of the express terms of this article, and asserting that an employee or employees have not been served with notice of layoff, not timely served with notice of layoff, misplaced within the order of layoff, or incorrectly identified for layoff under the order of layoff, in violation of the terms of this article.

13.11 TIME, PLACE AND MANNER OF FILING

a. A grievance shall be filed on a form prescribed by the County. Each grievance shall state for each named employee the factual basis for the claim and the provision of the article allegedly violated. Any grievance on this subject which is not timely or does not meet the criteria established in this section shall be deemed invalid, null and void.

b. All grievances on this subject shall be filed with the County's Director of Labor Relations not later than seven (7) calendar days following the alleged violation. Any grievance which is not received by the Director of Labor Relations within seven (7) calendar days following the alleged violation shall be deemed invalid, null and void and a waiver of the employee's assertion of his or her rights.

13.12 DELIVERY TO LEMA

The County shall deliver a copy of each grievance filed by an employee or group of employees to LEMA not later than eight (8) calendar days following the date of filing.

13.13 COMPLAINTS BY LEMA

a. Not later than fifteen (15) calendar days following the date of delivery of copies of grievances by employees pursuant to Section 13.12 or twenty-two (22) calendar days after the filing of a grievance by LEMA, whichever is earlier, LEMA shall file a consolidated complaint with respect to all such grievances. The complaint shall name each employee previously named in a grievance, who LEMA asserts has not been validly served with notice of layoff, not served in a timely manner, misplaced within the order of layoff, or incorrectly identified for layoff under the order of layoff. Any employee named in a timely grievance filed by LEMA or a timely employee grievance, who is not so named in the complaint, shall be deemed to have been validly and correctly identified for layoff under the order of layoff.

b. By filing the complaint or by not filing a complaint, LEMA shall have authority to waive the claims of employees which it elects not to assert.

c. The complaint shall be filed with and received by the Director of Labor Relations within fifteen (15) calendar days following delivery to LEMA of the copies of employee grievances or twenty-two (22) calendar days following filing by LEMA of its grievance, whichever is earlier.

13.14 ARBITRATION - SCHEDULING

Timely complaints shall be submitted to and determined by an arbitrator. Each arbitration proceeding shall commence not earlier than ten (10) calendar days and not later than thirty (30) calendar days following the date of filing of the complaint.

13.15 CONSOLIDATION OF PROCEEDINGS

a. It is understood that the County is entering into this type of agreement with exclusive representatives of other representation units of County employees. The County Executive or his designee shall be authorized to order the consolidation for purposes of hearing and decision of a complaint by LEMA with one (1) or more complaints by exclusive representatives of other representation units, except as to unit representatives who file their complaints on dates which preclude the scheduling of the consolidated hearing.

b. Consolidation shall be effected by written notice by the County Executive to all unit representatives whose complaints are ordered consolidated. The written notice shall designate the arbitrator for the consolidated hearing from among those specified in Section 13.16-a., or in the event of their unavailability, the arbitrator selected pursuant to Section 13.16-b.

c. LEMA shall be authorized to withdraw from the consolidated proceedings by serving written notice of withdrawal upon the County's Director of Labor Relations within five (5) calendar days after service of the notice of consolidation.

d. In the absence of agreement between the parties and the arbitrator, the arbitrator shall schedule the date, time and place of the hearing.

e. If LEMA withdraws from a consolidated proceedings, the County shall have a right to a reasonable continuance of any hearing of LEMA's complaint if necessary in order to avoid the hearing of more than one (1) complaint of a unit representative on the same day.

f. If LEMA withdraws from a consolidated hearing, and subsequently an arbitrator makes a back-pay award under LEMA's complaint, there shall be subtracted from the amounts owing any and all back-pay attributable to the period, between the date of an arbitrator's decision on LEMA's complaint and the date of an arbitrator's decision on the complaint which is the first one decided among those ordered to be consolidated.

13.16 APPOINTMENT OF ARBITRATOR

a. An impartial arbitrator shall be selected jointly by the parties within ten (10) workdays of receipt of the written demand.

b. In the event the parties are unable to agree upon an arbitrator within the time stated, the parties shall request from the State of California Mediation and Conciliation Service a list of seven (7) arbitrators.

c. The parties shall mutually agree on one (1) of the arbitrators on the list or shall alternately strike off names from the list until one (1) remains. If the selected arbitrator is unable or unwilling to hear the grievance, the parties shall again repeat the process unless they can mutually agree upon an arbitrator.

13.17 HEARINGS

a. Except as otherwise mutually agreed or otherwise provided herein, the arbitration hearings shall be conducted in accordance with the rules of the American Arbitration Association.

b. In the event complaints are consolidated for purposes of hearing and decision, all unit representatives shall present their complaints and evidence in support of their cases in chief before the County presents any rebuttal evidence and its case in chief as to any individual complaint or the complaints as a whole.

c. Whether or not the proceedings shall be consolidated the parties to the proceedings shall be deemed to be the County and LEMA (and other unit representatives, if any), and no employee or groups of employees shall be deemed to be parties to the proceedings.

13.18 QUESTIONS

In any arbitration proceedings on this issue, the questions to be decided by the arbitrator shall be limited to the following:

- a. Whether or not the notice of layoff was served in a timely manner in compliance with the provisions of this article;
- b. Whether the order of layoff complied with the terms of this article;
- c. Whether the identification of particular employees for layoff violated the terms of this article;
- d. The remedy, in the event it is determined that layoff did not comply with the terms of this article; and,
- e. The employee or employees who should have been identified for layoff.

13.19 DECISION

The decision by the arbitrator shall comply with the following requirements:

- a. The decision shall be issued not later than ten (10) calendar days after the close of the hearing or hearings. The decision shall be in writing, shall specifically state the interpretation of this article rendered by the arbitrator, and the remedies, if any. The decision need not state the reasons, discussion or contain reasoning, so long as the interpretation by the arbitrator is specifically stated.
- b. The arbitrator shall not have jurisdiction or authority to order reinstatement, back pay or any other relief for any employee who is identified for layoff in violation of the terms of this article, unless the employee has been identified in both a timely grievance and a timely complaint.
- c. The arbitrator shall not have jurisdiction or authority to revise the order of layoff as to any employee except to the extent necessary to grant relief to an employee determined to have been assigned an improper order of layoff alleged in both a timely grievance and a timely complaint.
- d. The arbitrator shall have authority, in the event of a determination that an employee incorrectly identified for layoff in a timely grievance and a timely complaint, to order the reinstatement of such employee with back pay. For each employee so reinstated, the arbitrator shall determine and designate the employee currently working for the County who should have been identified instead, and shall order the layoff of each such employee.

The order of layoff shall become effective fourteen (14) calendar days following service of the notice of layoff which results therefrom pursuant to Section 13.7.

- e. Under no circumstances shall an arbitrator have jurisdiction or authority to order any remedy which either directly or indirectly permits the layoff of fewer personnel than ordered by the County to determine the number of personnel within each department who will be employed.
- f. The arbitrator shall have no authority to add to, delete or alter any provision of this article, but shall limit his decision to the application and interpretation of its express provisions.
- g. The decision of any arbitrator shall be consistent with prior decisions of other arbitrators, and subsequent arbitrators shall be bound by those interpretations.
- h. The decision of the arbitrator shall be final and binding as to all matters within his jurisdiction.

13.20 COSTS

The fees and expenses of the arbitrator and court reporter shall be shared equally by the parties. In the event of consolidated proceedings, the arbitrator shall prorate the costs to individual representation units, and the County and unit representatives shall share such costs equally.

DIVISION C REEMPLOYMENT

13.21 ENTITLEMENT

With respect to classes covered by this article, reemployment entitlements shall be as follows:

- a. A person who held permanent status in the class from which the person was laid off, who remains employed by the County, shall during the three-year period following the effective date of layoff be entitled to be appointed from a departmental reemployment list to a vacancy authorized to be filled in that class within the department from which the person was laid off, pursuant and subject to the provisions set forth in this division. A person who held permanent status in the class from which the person was laid off who is no longer employed by the County shall not be eligible for or entitled to appointment from a departmental reemployment list beyond two (2) years from the date of original layoff.

- b. A person who held permanent status in the class from which he or she was laid off, who remains employed by the County, shall also, during the three-year period following the effective date of layoff, be entitled to certification from a County-wide reemployment list for a vacancy in the class from which the person was laid off, which is authorized to be filled, pursuant and subject to the provisions set forth in this division. A person who held permanent status in the class from which he or she was laid off who is no longer employed by the County shall not be eligible for or entitled to certification from a County-wide reemployment list beyond two (2) years from the date of original layoff.

13.22 TYPE OF POSITION

The entitlement to appointment or certification applies whether the position in which the vacancy occurs is regular, temporary or limited-term.

13.23 LIMITED-TERM PERSONNEL

Personnel serving under limited-term appointments shall not be entitled to reemployment rights or to placement on either a departmental or County-wide reemployment list, whether or not they held permanent status as limited-term appointees in the class from which they were separated.

13.24 DEPARTMENTAL REEMPLOYMENT LISTS

a. The County shall prepare a departmental reemployment list for each class in each department in which an employee with permanent status in that class is laid off. As personnel are separated from a class in which they hold permanent status, their names shall be added to the list for the class and department in which the layoff occurs in the inverse order in which they are separated from service in that class.

b. Notwithstanding any provisions of this article to the contrary, the order of names on departmental reemployment lists shall be derived by inverting the order of layoff prescribed by layoff lists, as the order of layoff may be modified by agreement between the parties or award under grievance and/or arbitration proceedings commenced pursuant to layoff under Division B. The purpose of this provision is to insure that disputes concerning the order of layoff and of departmental reemployment lists are raised and settled at or near the time of layoff, and not at the time reemployment is sought.

13.25 COUNTY-WIDE REEMPLOYMENT LISTS

a. The County shall prepare County-wide reemployment lists for each class from which personnel with permanent status in the class were laid off. Each list shall

constitute a merger of persons who were laid off from the class and who held permanent status therein.

b. The order of personnel on each County-wide reemployment list shall be based upon seniority according to the date of original appointment to the class to which the list refers, as determined under Division A.

13.26 APPOINTMENT AND CERTIFICATION PRIORITIES

The following priorities shall apply in relation to vacancies in classes to which the entitlement to appointment or certification is applicable.

- a. A vacancy in a class shall be filled first from the Medical Center transfer eligible lists prescribed in Section 7.7(d) of the Civil Service Rules, as that section existed prior to August 15, 1974. If the vacancy is not filled by appointment from the Medical Center transfer eligible list, then;
- b. The vacancy shall be filled from that departmental reemployment list for the class in which the vacancy exists and for the department in which the vacancy exists. Persons shall be appointed to vacancies in the order of the list.
 - (1) One (1) person shall be offered an appointment for each vacancy in accordance with the order of the list. If that person declines appointment, the next person in order shall be offered appointment.
 - (2) A person to whom an appointment is intended to be offered may be contacted personally and may accept appointment orally. A person shall not be deemed to have declined appointment unless the person has done so in writing, or unless written notice of the offer of appointment has been transmitted by certified mail to the person's last known address, and the person has failed to accept the appointment in writing within five (5) calendar days following the date of mailing of the notice.
- c. No persons shall be certified for appointment from a County-wide reemployment list to a vacancy in a class until there are no longer any names on that departmental reemployment list for the class within the department in which the vacancy exists, or all persons on that departmental reemployment list have declined appointment to that vacancy. In such event, the names of three (3) persons shall be certified from the County-wide reemployment lists for the class in which the vacancy exists in accordance with the order of the list. The names shall be certified to the appointing authority for the class in which the vacancy exists, who shall have discretion to offer the appointment to one (1) of the

three (3). If there is more than one (1) vacancy, an additional name shall be certified for those vacancies in excess of one (1).

- (1) For each person who declines an offer of appointment, an additional name shall be certified.
- (2) A person on the County-wide reemployment list shall be deemed to have declined appointment under the same circumstances and in accordance with the same procedure as is specified in Section 13.26-b.(2).
- (3) If there are fewer than three (3) names on the County-wide reemployment list, a rank or ranks of additional names shall be certified from regular eligible lists so as to provide a total of not less than three (3) persons available for appointment.

13.27 REMOVAL FROM DEPARTMENTAL REEMPLOYMENT LISTS

The names of persons shall be deemed removed from departmental reemployment lists and their entitlement to appointment from such lists terminated, as follows:

- a. Upon the expiration of the time frames listed in Section 13.21-a., following the effective date of layoff of each person.
- b. As a result of appointment to a regular position within County service in a class which is the same as the one (1) for which the list exists or which, at the time of appointment, is equal to or higher in salary than the one (1) for which the list exists when measured at the top step of the salary schedule. Personnel shall not be deemed removed from such lists by virtue of appointment to any temporary or limited-term position in any class.
- c. Upon declination of appointment from the list, under the same circumstances and in accordance with the same procedure as is specified in Section 13.26-b.(2) except in instances where the person states in writing that he or she is temporarily medically incapacitated.
- d. In the event a person states in writing that he does not desire appointment from the list, or fails to file a written statement expressing his or her desire for appointment within five (5) calendar days following certified mailing to the person's last known address.

13.28 REMOVAL FROM COUNTY-WIDE REEMPLOYMENT LISTS

The names of persons shall be deemed removed from County-wide reemployment lists and their entitlement to certification from such lists terminated as follows:

- a. Upon the expiration of the time frames listed in Section 13.21-b. following the effective date of layoff of each person.
- b. As a result of appointment to a regular position within County service in a class which is the same as the one (1) for which the list exists or which, at the time of appointment, is equal to or higher in salary than the one (1) for which the list exists when measured at the top step of the salary schedule. (Personnel shall not be deemed removed from such lists by virtue of appointment to any temporary or limited-term position in any class.)
- c. In the event a person states in writing that the person does not desire appointment from the list, or fails to file a written statement expressing the person's desire for appointment within five (5) calendar days following certified mailing, to the person's last known address.
- d. Removal from the departmental reemployment list. The removal shall be from that County-wide reemployment list for the class to which the departmental reemployment list applied.
- e. Except as provided in Section 13.27-c. a person shall be authorized to decline appointment to a class to which the person has been certified by submitting a written statement which objects to the appointment on the basis of the identity of the department, geographical location of the job, or shift schedule of the job. Such a declination shall not result in removal of the person from the County-wide reemployment list. The person shall not thereafter be certified for appointment to a vacancy which falls within the description of the written objection.

13.29 EFFECT OF REEMPLOYMENT

When a person is reemployed from either a department reemployment list or a County-wide reemployment list, the period of unemployment following the layoff shall not be treated as an interruption of service for purposes of reestablishing salary, benefits or seniority. The period of such unemployment shall be treated as County service for seniority purposes. However, with the exception of seniority, the period of unemployment shall not be treated as County service for any other purposes.

13.30 SERVICE OF REEMPLOYMENT LISTS

a. Not later than January 1 of each year, the County shall serve by mail upon LEMA a set of copies of all County-wide reemployment lists and all departmental reemployment lists for classes covered by the Agreement. Such service shall be made once, and shall include all such lists prepared as a result of all layoffs which have occurred between July 1 and the date of service.

b. Not later than July 5 of each year, the County shall serve by mail upon LEMA a set of copies of all County-wide reemployment lists and all departmental reemployment lists for classes covered by the article. Such service shall be made once, and shall include all such lists prepared between the date of service pursuant to paragraph a. and June 30, inclusive.

13.31 GRIEVANCE-ARBITRATION PROCEDURE

The Grievance-Arbitration Procedure set forth in Sections 13.32 through 13.38 shall be applicable only to disputes arising under Division C of this article.

13.32 EXISTENCE, ORDER AND CONTENTS OF REEMPLOYMENT LISTS

a. Except as provided in this section, no employee, person or other entity shall be authorized to grieve, dispute or otherwise challenge a reemployment list established pursuant to this article.

b. No later than twenty (20) calendar days following each service of reemployment lists upon LEMA, LEMA shall be authorized to file a grievance asserting that the County has failed to establish a reemployment list required by this article, has established a reemployment list prohibited by this article, the order of personnel contained on any one (1) or more of the lists violates the provisions of Sections 13.21, 13.22, 13.23, 13.24, 13.25, or 13.26, that personnel have been placed on a list in violation of said sections, or that personnel have been omitted from the lists in violation of said sections.

c. The grievance shall specifically identify:

- (1) The list or lists to which the grievance refers;
- (2) The nature of the alleged violation or violations, the facts on which the alleged violations are based, and the section or sections of this article violated;
- (3) The names of any personnel alleged to have been erroneously placed upon or omitted from the list or lists; and,
- (4) The changes in lists alleged to be required in order to remedy the

alleged violations.

d. The grievance shall be filed with the County's Director of Labor Relations and shall be received by the Director not later than twenty (20) calendar days following service of the lists pursuant to Section 13.30.

e. The failure of LEMA to file a grievance within the time required herein shall constitute a waiver of the right to challenge the matters referred to in this section, which is binding upon LEMA and all other persons.

13.33 OTHER MATTERS

a. Except as to matters referred to in Section 13.32, LEMA and any persons laid off from a class covered by this article shall be authorized to file a grievance alleging a violation of Sections 13.21 and 13.29.

b. Such grievances shall be filed on forms prescribed by the County with the County's Director of Labor Relations not later than ten (10) working days after the event or circumstance occasioning the grievance. Any grievance not received by the Director within said period shall be deemed invalid, null and void.

c. Any grievance filed pursuant to this section other than one (1) filed by LEMA shall be transmitted by mailed copy to LEMA not later than five (5) calendar days after is it filed.

13.34 PRE-ARBITRATION HEARING

a. A hearing shall be held by the County Executive or his designee on all grievances filed pursuant to the provisions of Sections 13.32 and 13.33, not later than ten (10) working days following the date of filing. LEMA shall be given advance written notice of the time, date and place of all such hearings, and shall be authorized to appear and participate therein.

b. If the County Executive or his designee determines that a grievance shows a violation of this article and is otherwise timely and within the scope of the grievance-arbitration provisions, he or she shall be authorized to take all actions necessary to grant relief, including the layoff of any employees who have been employed in violation of the provisions of this division relating to reemployment.

c. The County Executive or his designee shall issue a written decision not later than five (5) working days following the date of the hearing, and shall mail copies to the grievant or grievants and LEMA.

13.35 REQUEST FOR ARBITRATION

If LEMA is dissatisfied with the decision of the County Executive or his designee, it shall be authorized to file a request for arbitration.

- a. The request for arbitration shall be in writing, and shall be filed with the Director of Labor Relations not later than seven (7) calendar days after mailing of the decision of the County Executive or his designee. If LEMA fails to file a request for arbitration within the time required, the decision by the County Executive or his designee shall be deemed final, binding and conclusive as to all issues determined therein.
- b. In formulating and filing the request for arbitration or by not filing a request for arbitration, LEMA shall have authority to waive the claims of persons who have filed grievances or others which it elects not to file. The failure to assert such claims shall be deemed to be a waiver of such claims and rights which is binding upon LEMA, the persons who have filed grievances, and the personnel covered by this article.

13.36 ARBITRATION SCHEDULING

Timely requests for arbitration shall be submitted to and determined by an arbitrator. Each arbitration proceeding shall commence not earlier than fifteen (15) calendar days and not later than forty-five (45) calendar days following the date of filing of the request.

- a. The arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree, the arbitrator shall be appointed by the State Mediation and Conciliation Service.
- b. Except as otherwise mutually agreed or otherwise provided herein, the arbitration hearings shall be conducted in accordance with the rules of the American Arbitration Association.
- c. The parties to the proceedings shall be deemed to be the County and LEMA, and no employee, group of employees or other person shall be deemed to be parties to the proceedings.

13.37 DECISION

The decision of the arbitrator shall comply with the following requirements:

- a. The decision shall be issued not later than ten (10) calendar days after the close of the hearing. The decision shall be in writing, shall specifically state the interpretation of this article rendered by the arbitrator, and the remedies, if any. The decision need not state reasons, discussion or

contain reasoning, so long as the interpretation by the arbitrator is specifically stated.

- b. The arbitrator shall not have jurisdiction or authority to revise the order of either a County-wide reemployment list or departmental reemployment list as to any person on such a list who has not been alleged in a timely grievance to have been placed in incorrect order thereon, except to the extent necessary to grant relief to a person determined to have been placed in incorrect order who was so alleged in a timely grievance.
- c. The arbitrator shall not have jurisdiction or authority to invalidate the employment of any person who has been reemployed from either a County-wide reemployment list or departmental reemployment list or to grant any relief to a person on such a list who should have been so reemployed or certified for appointment, except as to persons named in a timely grievance.
- d. The arbitrator shall have no authority to add to, delete or alter any provision of this article, but shall limit his decision to the application and interpretation of its express terms.
- e. The decision of any arbitrator shall be consistent with prior decisions of other arbitrators and subsequent arbitrators shall be bound by the interpretations by prior arbitrators of the terms of this article.
- f. The decision of the arbitrator shall be final and binding as to all matters within his jurisdiction.

13.38 COSTS

The fees and expenses of the arbitrator and court reporter shall be shared equally by the parties.

DIVISION D MISCELLANEOUS

13.39 WITNESSES

The County agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to this article. LEMA agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

DIVISION E

CLOSURE OF COUNTY FACILITIES TO ACHIEVE COST REDUCTIONS

13.40 OPERATIONS CLOSURE

a. The parties agree that the Board of Supervisors shall have the right to close County facilities and/or cease County operations, regardless of funding source for up to twelve (12) workdays per fiscal year (July 1 to June 30). This is in recognition of the extraordinary financial problems facing the County. The twelve (12) days shall be determined at the sole discretion of the County. The operations to be ceased shall be at the sole discretion of the County, unless otherwise enumerated in this article. If the County, in its sole discretion, decides to evoke this authority, it will notify LEMA of this decision and the dates of the operations/facility closure.

b. The purpose of the facilities closure is to reduce the need for layoffs and to establish a schedule for the uniform closure or ceasing of certain County facilities and/or operations.

c. The closure shall not apply to institutions and operations designated by the County Executive to be twenty-four-hour operations, specified law enforcement functions or other public services that normally operate on legal holidays. Services that do not normally function on legal holidays will be closed unless authorized by the Board of Supervisors or County Executive.

13.41 EMPLOYEES ACCRUE DEFERRED HOURS

a. This provision applies to all employees whose assignment normally allows them to be off work on legal holidays.

b. Such employees who do not work on the above dates shall not be paid for those dates. The reduction in pay shall be prorated over up to twenty-four (24) pay periods, two (2) pay periods for each day facilities are closed. Beginning with the first pay period of fiscal year 1994-95, and for each pay period thereafter, four (4) hours' pay shall be deferred. Employees shall be paid seventy-six (76) hours although they work eighty (80) hours. Part-time employees shall receive prorated hours deferred and prorated salary reduction.

c. On days County facilities are closed in accordance with this provision, employees will utilize deferred hours to maintain their level of pay. If employees do not have sufficient deferred hours, they will be allowed to use vacation, CTO, or HIL leave accruals to maintain their level of pay.

13.42 EMPLOYEES EXEMPT FROM DEFERRED HOURS

a. Employees who work in a unit for which the normal work schedule includes Saturdays, Sundays, and holidays shall be exempt from the reduction in pay, and accrual of deferred hours.

b. Bargaining unit employees in the Sheriff's Department, who work in a work unit or facility which is closed as a result of any office closure authorized by the Board of Supervisors, the County Executive, or any other collective bargaining Agreement will not be furloughed; but instead those employees will be reassigned by the Sheriff to another law enforcement work assignment for the date(s) of said closure.

13.43 PAID IF REQUIRED TO WORK

Employees who are subject to this provision but are required to work on days County facilities are closed pursuant to the provision shall be paid for such work time at their normal hourly rate unless they are entitled to overtime pay. Their deferred time may be taken on another day.

13.44 BENEFITS

There will be no reductions in County contributions to employee group insurance nor leave accruals during pay periods of office closure. There will be no reductions in retirement credits and contributions. Income tax and social security will be based on actual pay.

13.45 HOLIDAYS

If a day of facilities closure is on a Friday preceding a Saturday holiday, employees will receive CTO which may be taken on another day.

13.46 TREATMENT OF DEFERRED HOURS AFTER JUNE 30, 1995

Employees who have an accrued balance of deferred hours on June 30, 1995, may take such time off during 1995-1996.

13.47 TERMINATING EMPLOYEES

Employees who terminate employment will be paid for any accrued deferred time at their normal rate of pay.

13.48 ATTACHMENT "A"

Effects of this provision on pay, benefits integration, modified workweeks, time bases, and other terms and conditions of employment are described on Attachment "A"

for described situations. Attachment "A" is incorporated herein as an expressed term of this article.

13.49 EXEMPTION FROM FACILITIES CLOSURE

Employees in the Law Enforcement Management Unit shall be exempt from implementation of the operations/facilities closure provision in fiscal years 1999-2000, 2000-2001, and 2001-2002.

ARTICLE XIV DISCIPLINE AND DISCHARGE

14.1 PURPOSE

It is the intent of the parties that the provisions of this article shall substitute for any and all appeal procedures provided by the Civil Service Commission, relating to the discipline, as defined in Section 14.2 below, of employees in a class included in the Management Law Enforcement Unit.

14.2 DEFINITION

a. As used herein, "disciplinary action" means demotion, reduction in pay step in class, suspension or discharge of an employee with permanent civil service status.

b. As used herein, "parties" means the County and an employee who is subject to disciplinary action or his/her representative.

14.3 PERSONS AUTHORIZED TO INITIATE DISCIPLINARY ACTION

The employee's appointing authority or the designated representative of the appointing authority may initiate disciplinary action against an employee.

14.4 APPLICATION

a. This article shall only apply to employees with permanent civil service status.

b. Probationary Status: This article shall not apply to an employee in probationary status who shall have no right to grieve or arbitrate release from such probationary appointment, except as provided in the Civil Service Rules or as otherwise provided by law.

c. Temporary Employee: An employee in a temporary position shall have no right to grieve or arbitrate release from such temporary appointment.

d. Temporary Upgrade: An employee in a temporary upgrade status shall have no right to grieve or arbitrate release from such temporary upgrade status.

e. Provisional Appointment: An employee with provisional status shall have no right to grieve or arbitrate release from such a provisional appointment.

14.5 CAUSE FOR DISCIPLINARY ACTION

No disciplinary action shall be taken against a permanent employee without good cause. "Good cause" is defined as any facts which, based on relevant circumstances, may be reasonably relied on by the appointing authority in the exercise of reasonable discretion as a basis for disciplinary action. "Good cause" includes, but is not limited to:

- a. Fraud in securing appointment.
- b. Incompetency.
- c. Inefficiency.
- d. Inexcusable neglect of duty.
- e. Insubordination.
- f. Dishonesty.
- g. Drunkenness on duty.
- h. Addiction to the use of narcotics or habit-forming drugs.
- i. Inexcusable absence without leave.
- j. Conviction of a felony or conviction of a misdemeanor which is of such a nature as to adversely affect the employee's ability to perform the duties and responsibilities of the employee's position. A plea of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction within the meaning of this section.
- k. Discourteous treatment of the public or other employees.
- l. Political activity prohibited by state or federal law.
- m. Willful disobedience.
- n. Violation of any of the prohibitions set forth in Section 71 of the

Sacramento County Charter.

- o. Refusal to take and sign any oath or affirmation which is a federal, state or County requirement.
- p. Any failure of good behavior either during or outside of duty hours which is of such nature that it causes discredit to the County or his/her employment.
- q. Failure to possess or keep in effect any license, certificate or other similar requirement specified in the employee's position specification.
- r. Any violation of Civil Service Commission Rule 6.6-a which prohibits the solicitation of waivers.
- s. Failure to pay a service fee, or a contribution required in lieu of a service fee, pursuant to an agency shop provision in a labor agreement between the County and a recognized employee organization, where the disciplinary action in question is provided for in such agreement.

14.6 CAUSES FOR PERSONNEL ACTION DUE TO PHYSICAL OR MENTAL DISABILITY

For non-disciplinary reasons, a permanent employee's employment may be terminated or a permanent employee may be reduced in rank because of physical or mental disability which disability precludes the employee from the proper performance of the essential duties of his or her job. Any such action shall be subject to the same provisions of this article as are applicable to actions taken pursuant to Section 14.5.

14.7 NOTICE REQUIREMENT AND EFFECTIVE DATE OF ORDER

- a. The appointing authority or designee shall file a written proposed order and final order of disciplinary action with the Director of Labor Relations.
- b. A copy of the proposed and final notice of disciplinary action shall be served upon the employee either personally, or by registered or certified mail, return receipt requested, to the last known address of the employee. The last known address shall be deemed to be the address which is within the personnel file of the employee within the department to which he or she is assigned. If notice is provided by mail, the employee should be deemed to have received notice five (5) days after the date of mailing. At the same time, service shall be made to LEMA.
- c. The order shall be approved as to form by the County Counsel and shall include:
 - (1) A statement of the nature of the disciplinary action;

- (2) The effective date of the disciplinary action;
- (3) A statement in ordinary and concise language of all specified facts or omissions upon which the disciplinary action is based; and
- (4) A statement advising the employee of the right to appeal the action through the arbitration procedure of this article, of the manner and time in which the appeal must be made, and the required content of the appeal.

d. The disciplinary action shall be effective on the date and time specified in the order of disciplinary action filed with the Director of Labor Relations, provided notice is served as specified in this action.

14.8 APPEAL

a. The employee who is subject to the disciplinary action or his/her representative shall have the right to file an appeal of the disciplinary action, within fifteen (15) calendar days after receiving the order of disciplinary action, by filing a written notice of appeal with the Director of Labor Relations. The notice of appeal shall contain the name and address of the person to whom all written communication regarding this appeal shall be sent.

b. The Director of Labor Relations shall promptly provide the appointing authority with a copy of the employee's notice of appeal.

c. An employee for whom a notice of appeal is filed as provided herein shall be entitled to a hearing, as provided in this article and to no other remedy.

d. An appeal of a disciplinary action is a complaint of a permanent employee with permanent civil service status regarding whether there was good cause for the disciplinary action taken against that employee.

e. If the employee who is subject to disciplinary action or his/her representative fails to file a notice of appeal within the time specified in Subsection-a. of this section, the disciplinary action shall become final without further action.

14.9 APPOINTMENT OF ARBITRATOR

a. An impartial arbitrator shall be selected jointly by the parties within ten (10) workdays of receipt of the written demand.

b. In the event the parties are unable to agree upon an arbitrator within the time stated, the parties shall request from the State of California Mediation and Conciliation Service a list of seven (7) arbitrators.

c. The parties shall mutually agree on one (1) of the arbitrators on the list or shall alternately strike off names from the list until one (1) remains. If the selected arbitrator is unable or unwilling to hear the grievance, the parties shall again repeat the process unless they can mutually agree upon an arbitrator.

14.10 AMENDED OR SUPPLEMENTAL ORDER

At any time after a hearing has commenced on a disciplinary action and prior to the time the appeal is submitted for decision, the appointing authority may, with the consent of the arbitrator, serve on the employee and file with the Director of Labor Relations an amended or supplemental order of disciplinary action. Consent is not required for an amended or supplemental order filed prior to commencement of the hearing. If the amended or supplemental order presents new causes or allegations, the employee shall be afforded a reasonable opportunity to prepare a defense thereto. Any new causes or allegations shall be deemed denied and any objections to the amended or supplemental causes or allegations may be made orally at the hearing.

14.11 DISCOVERY

a. Permissible Discovery: Pursuant to the procedure set forth in Subsection-c. below, any party to the arbitration hearing may obtain the following information in the hands of or which may reasonably be obtained by the responding party or the responding party's representative (as used herein, "responding party" shall mean the person of whom the information is requested):

- (1) Those allegations in the order of disciplinary action which are admitted by the employee and those allegations in the order of disciplinary action which are denied by the employee.
- (2) The name, address and telephone number of each witness whom the responding party intends to call to testify at the hearing.
- (3) Copies of statements by any person whom the responding party intends to call as a witness.
- (4) All writing relevant to the issues involved in the appeal including but not limited to reports of mental, physical and blood examinations which the responding party intends to introduce into evidence. "Writing" as used herein shall have the meaning defined in Evidence Code Section 250 which states: "Writing" means handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds or symbols, or combinations thereof.

- (5) A statement specifically defining the issues in dispute.
- (6) The foregoing does not apply to witnesses or exhibits used for impeachment or rebuttal.

b. Confidential or Privileged Matter: If the responding party determines that the writing or other material requested is confidential or privileged, the response to the discovery request shall specifically so state, and shall set forth in detail the grounds upon which confidentiality or privilege is claimed. If the requesting party disputes the claim of privilege or confidentiality, the arbitrator shall resolve the claim. In resolving the claim, the arbitrator may order that the writing or other material be deposited with the arbitrator in a sealed container. In ruling on such claims, the arbitrator may grant or deny the claim of confidentiality or privilege in whole or in part. The arbitrator shall have no authority to resolve any claim concerning material which by statute may only be released by court order. If the arbitrator determines that the material is confidential, but limited disclosure is necessary, the arbitrator may impose conditions upon the use or disclosure of the item by the requesting party. If the arbitrator determines that the material requested is subject to an evidentiary privilege, the decision regarding disclosure of the matter shall be strictly governed by the provisions of the Evidence Code.

c. Procedure for Discovery:

- (1) Personal Service: At any time after the hearing date has been set for an appeal, but in no event later than thirty (30) calendar days before the date set for such hearing, any party may personally serve a written request upon the responding party, or representative of record, for any or all of the information set forth in Subsection-a. above.
- (2) Service by Mail: At any time after the hearing date has been set for an appeal, but in no event later than thirty-five (35) calendar days before the date set for such hearing, any party may serve, by first-class mail, a written request upon the responding party, or representative of record, for any or all of the information set forth in Subsection-a. above. The effective date of service shall be the date of the postmark.
- (3) Response: Within twenty (20) calendar days of receiving the request mentioned in (1) and (2) above, the responding party shall prepare and serve a response to the request. Such response shall be served upon the requesting party, or representative of record, by the same means as service of the request was made.
- (4) Request to be Deemed Continuing Request: The discovery request is a continuing request, which requires a continuous

response. Where new or additional information becomes available to the responding party, such information shall forthwith be furnished to the requesting party, or representative of record.

- (5) Negative Response: In the event the responding party does not have an item of the information requested, the responding party shall give a written negative response as to that particular item within the time specified for response, but shall respond fully as to the information which the responding party does possess. The responding party shall comply with (4) above after such negative response.
- (6) Disputes: Any dispute between parties regarding discovery shall be resolved by the arbitrator.
- (7) Penalties for Failure to Comply: The arbitrator shall impose penalties for failure to comply with this subsection. These penalties shall be based upon the seriousness of the failure to comply, the good or bad faith of the non-complying party, and the extent to which the non-compliance results in surprise to the requesting party and handicaps the requesting party in preparing the case. The following penalties may be imposed:
 - (a) Exclusion of evidence;
 - (b) Continuing the hearing at any stage; or
 - (c) Upon proof of a willful or repeated violation, the arbitrator shall determine the issue against the non-complying party.

14.12 TIMING AND CONDUCT OF HEARING

- a. The arbitration hearing shall be held at the earliest administratively convenient date, taking into consideration the availability of the arbitrator and the availability of counsel and witnesses. The arbitration hearing may be a private or public hearing as determined by the employee.
- b. The employee who is subject to disciplinary action may be represented by the representative of his/her choice.
- c. The employee shall be entitled to appear personally at the hearing and produce evidence.
- d. The appointing authority may also be represented by counsel.

e. At the hearing, the appointing authority shall have the burden of going forward first with evidence in support of the allegations contained in the order of disciplinary action and shall have the burden of establishing the facts by a preponderance of the evidence. The arbitrator may administer oaths and take official notice of facts as authorized by law.

f. Oral evidence shall be taken only on oath or affirmation.

g. A court reporter shall take a transcript of the hearing.

h. The arbitrator may consider the records or any relevant prior disciplinary actions against the employee which are final, and any records contained in the employee's personnel files if such records were introduced at the arbitration hearing.

i. Each Party Shall Have These Rights: To call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness; and to rebut evidence. The appellant may be called and examined as if under cross-examination.

j. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.

14.13 SUBPOENAS

Before the hearing has commenced, or during the hearing, the arbitrator shall have the power to issue subpoenas in accordance with Section 1282.6 of the Code of Civil Procedure.

14.14 DECISION

Following the hearing, the arbitrator shall promptly prepare and submit to the parties to the hearing a decision in the case. The decision shall contain and be limited to specific factual findings relating to the facts alleged in the disciplinary order and any facts asserted by the appellant for purposes of defense or mitigation; a determination of legal issues, if any; a determination of whether the facts found constitute good cause for discipline; and an order that affirms, modifies or sets aside the order of disciplinary action imposed by the appointing authority.

14.15 FINALITY OF DECISION

The decision of the arbitrator shall be final and binding.

14.16 COSTS

The fees and expenses of the arbitrator, the court reporter, and the transcript, if any, shall be shared equally by LEMA and the County, in the event the employee subject to the disciplinary action is represented by the LEMA. In the event the employee subject to the disciplinary action is not represented by the LEMA, the County shall pay the fees and expenses of the arbitrator, the court reporter, and transcript, if any. The parties shall bear their own witness fees; however, LEMA shall not be charged any witness fess for County employees.

14.17 WITNESSES

The County agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to this article. The number of witnesses requested to attend and their scheduling shall be reasonable.

14.18 EXPEDITED ARBITRATION

Notwithstanding the provisions of this article, upon mutual agreement, the parties may agree to an expedited arbitration consistent with expedited arbitration rules as provided by the American Arbitration Association.

ARTICLE XV MISCELLANEOUS

15.1 AUTOMATIC TERMINATION

If an employee fails to report to his/her worksite and has given no notification to his/her appointing authority or direct supervisor, the employee shall be considered absent without leave. If an employee is absent without leave for five (5) consecutive workdays, such employee shall be automatically terminated from County service. A notice of automatic termination shall be sent by certified mail to the employee's last known address and the Union. The last known address shall be deemed to be that address which is within the personnel file of the employee within the department to which he/she is assigned.

**ARTICLE XVI
TERM**

16.1 TERM

a. This Agreement shall remain in full force and effect from January 1, 2015, to and including June 30, 2018.

Dated 2-20-15

LAW ENFORCEMENT
MANAGEMENT ASSOCIATION

By: 
Rich Kropp, President

COUNTY OF SACRAMENTO

By: 
Robert Bonner,
Director of Labor Relations

ATTACHMENT "A"

Situation	Result	Comments
SDI integration.	Pay is reduced by 4.0 hours. 4.0 hours furlough is credited to leave accruals.	Currently, the employee receives no accrual while on SDI integration.
Workers' Compensation integration.	Pay is reduced by 4.0 hours. 4.0 hours furlough is credited to leave accruals	The portion that is reduced is not the temporary disability benefit.
Less than 80 hours pay (leave of absence, new hires).	Pay is reduced by 4.0 hours. 4.0 hours furlough is credited to leave accruals	Reduction is based on designation of position.
Various shifts (4/10, 9/80).	Pay is reduced by 4.0 hours. 4.0 hours furlough is credited to leave accruals. If furlough is day off, another day is taken as furlough.	
Masterfile changes (ASA, promotion, demotion).	Pay is reduced by 4.0 hours. 4.0 hours furlough is credited to leave accruals.	The value of the reduction is based on the hourly rate of pay in effect for that pay period.
Taxes.	Taxes are withheld on the reduced salary. Taxes include social security, federal withholding, state withholding, and SDI.	
Retirement, holidays, insurance contribution, leave accruals.	No change.	Retirement is taken based on salary before reduction. As long as the employee is in pay status in the pay period, insurance contribution will be made and leave accruals will be earned. The employee must be in pay status the day before or the day after a holiday to be compensated for the holiday.

Situation	Result	Comments
Terminations.	Employee is paid for any furlough hours accrued and not used.	Treated the same as any other leave balance.
Differentials.	Differentials will be paid prior to the reduction.	
Part-time employees.	Leave accruals will be pro-rated (same as any other accrual). Furlough reduction will be pro-rated.	Leave accruals are not posted to the leave balance until the employee has been compensated for 80.0 hours pay.
Change from FT – PT.	Leave accruals will be pro-rated. Furlough reduction will be pro-rated.	
Change from PT – FT.	4.0 hours leave accrual will be taken. Pay is reduced by 4.0 hours.	
Voluntary furlough.	4.0 hours leave accrual will be taken. Pay is reduced by 4.0 hours. If furlough day falls on day off, another day is taken as furlough.	The employee will be treated as any other full-time employee.
Not enough accrued furlough to cover furlough day.	Dock time or other applicable leave balances.	